

Request for Proposals

CABLE AND WIRING SERVICES

PROJECT NO. 050R6800016



DEPARTMENT OF
BUDGET & MANAGEMENT

Issue Date: October 18, 2005

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 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 bid on this Contract, please fax this completed form to: 410-974-3274 to the attention of Mike Yeager.

Title: CABLE AND WIRING SERVICES

Project No: 050R6800016

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

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

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

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

CABLE AND WIRING SERVICES

PROJECT NUMBER 050R6800016

RFP Issue Date: October 18, 2005

RFP Issuing Office: Maryland Department of Budget and Management
Office of Information Technology

Procurement Officer: Mike Yeager
Office Phone: (410) 260-6014
Fax: (410) 974-3274
e-mail: myeager@dbm.state.md.us

Proposals are to be sent to: Maryland Department of Budget and Management
45 Calvert Street, Room 142
Annapolis, MD 21401
Attention: Mike Yeager

Pre-Proposal Conference: October 28, 2005 10:00 AM
2301 Argonne Drive
Auditorium
Baltimore, MD 21218

Closing Date and Time: November 15, 2005 - 2:00 PM Local Time

NOTE

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.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Budget & Management (DBM) is issuing this Request for Proposals (RFP) to procure:

- A) Functional Area I –Structured Cabling & Wiring Systems inside State premises (including exterior fiber to be installed within existing conduit); and,
- B) Functional Area II - Installation, Relocation, Preventive and Routine Maintenance of outside plant fiber optic and communications cables.

Offerors may propose to one or both functional areas.

1.1.2 DBM intends to award up to five (5) Master Contracts for each functional area to the highest ranked qualified Offerors, which will permit Contractors to participate in Task Order (TO) competitions for the services except for Small Work Orders (See Section 1.2 item v for a definition). Small Work Orders are applicable only to Functional Area I. Section 1.1.3 describes the process for Small Work Orders and Section 1.1.4 describes the TO process.

1.1.3 A Small Work Order is \$25,000 or less and will be defined in a Purchase Order (PO) and awarded to the Contractor who is the lowest price proposed at the Master Contract level. If that Contractor is unable to perform the work, then the PO will be awarded to the Contractor who is the next lowest price proposed at the Master Contract level and so forth until an available Contractor is found.

1.1.4 Each required service, if not a small work order, will be summarized in a Task Order Request for Proposals (TORFP). TORFPs will be issued, as needed, throughout the term of the Master Contract. All vendors awarded a Master Contract for an area will be invited to compete for the TORFP that will be solicited in order to perform each specific TO under that area. Based upon an evaluation of these responses, a single vendor will be selected to conduct each TO. A specific Task Order Agreement (TOA) will then be entered into between the State and the selected vendor, which will bind the vendor to the contents of its Task Order Proposal (TOP), including its price. A TORFP, a TOP, a TOA, a PO, or any other document issued by either party hereunder, shall not conflict with or supersede the Cable and Wiring Master Contract. Offerors may bid on one or both areas, however, Offerors must be able supply **all** goods and services requested in this solicitation in the area(s) they bid.

1.2 Abbreviations and Definitions

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

- a. **Agency** – The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP.
- b. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us
- c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.

- d. **Contract Manager (State CM)** – The State representative that serves as the technical and contract manager for the resulting contract. The State CM monitors the daily activities of the contract and provides technical guidance to the Contractor. DBM may change the State CM at any time by written notice to the Contractor. Reference section 1.7 for the State CM’s information.
- e. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- f. **DBM** – Maryland Department of Budget and Management
- g. **FP** – Fixed Price.
- h. **Fixed Hourly Labor Category Rates** - Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the Contractor to perform a TOA.
- i. **Fully Loaded** - The inclusion in labor category and service billing rates of all profit, direct and indirect costs associated with performing a TOA or PO. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs.
- j. **Labor Hours Not-to-Exceed Ceiling** - A type of payment for performing a TOA whereby the Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, fixed by labor category in the Master Contract, up to a specified cost ceiling. The Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its employees, or those of subcontractors, totally and productively, in the performance of a TOA. Documentation of time of employees, or sub-contractors shall be provided to the TOM. The documentation shall be certified employee time sheets or electronic time keeping records certified by the Contractor’s Program Manager to be the actual time worked by the Contractor’s employees, or those of its subcontractors.
- k. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- l. **Master Contract** - The contract entered into between DBM and Offerors responding to this RFP, which provides the overall framework for awarding and conducting TOs. This contract includes all general State terms and conditions, unit prices, and payment adjustment mechanisms and all other details that control all aspects of TOs. This contract will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offerors’ proposals as DBM deems appropriate. A sample of this contract is included as Attachment A to this RFP. The final completed version of Attachment A will be the contract.
- m. **MBE** – Minority Business Enterprise
- n. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which are listed at: www.dbm.maryland.gov - keyword State Holidays.
- o. **Not-to-Exceed Ceiling (NTE)** - This pertains to all Time and Materials and Labor Hours types of TOs awarded under this RFP. This means a discrete dollar amount, listed in the TOA that may not be exceeded. If a Contractor reaches this NTE Ceiling while performing a TOA it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, unless the Procurement Officer authorizes an increase to allow the continuation of services.

- p. **Notice To Proceed (NTP)** - A formal combined notification from the State CM that a specific Master Contractor has been selected to perform a TOA and should immediately, or as of a date contained in the notice, begin performance of the TOA.
- q. **Offeror** – An entity that submits a proposal in response to this RFP.
- r. **OIT** – Department of Budget and Management Office of Information Technology
- s. **On Site Contact** – Agency on site representative for Small Work Orders, not the same as the Agency Point of Contact who may be managing multiple work orders.
- t. **Procurement Officer** – The State representative for the resulting contract. The procurement officer is responsible for the contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the contract. DBM may change the Procurement Officer at any time by written notice to the Contractor. Reference Section 1.6 for the Procurement Officer’s information.
- u. **Purchase Order (PO)** – Once signed by the State, it is a binding agreement between the State and the Contractor for items or services identified at the specified price.
- v. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050R6800016, including any amendments.
- w. **Small Work Order** – A request from a State agency that is priced at \$25,000 or less.
- x. **State** – State of Maryland.
- x. **Task Order (TO)** – The description by the State of the individual project for which proposals will be solicited.
- y. **Task Order Manager (TOM)**– The State’s representative who is identified in a TORFP or a TOA, who will supervise the Contractor rendering services for that respective TO.
- z. **Task Order Agreement (TOA)** – A signed contract between DBM and the Contractor selected via a TORFP to perform a TO. A TOA will deal only with the specific aspects of performing a TO under this RFP. All general terms and conditions are contained in the Cable and Wiring Master Contract and shall apply to all TOAs. A TOA may not in any way amend, conflict with or supercede the CATS Master Contract.
- aa. **Task Order Proposal (TOP)** – The technical and financial response by a Contractor to a TORFP.
- bb. **Task Order Request for Proposals (TORFP)** – A solicitation document which describes all specific circumstances regarding the performance of IT services and consulting involving agencies of the State. A TORFP will not amend, or conflict with any provision of the Cable and Wiring Master Contract.
- cc. **Time and Materials (T&M)** - A type of payment for performing a TOA whereby the Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a TOA, plus the actual cost of any materials used or other direct expenses incurred in the performance of a TOA, up to a specified cost ceiling. The labor

category hourly rates for a TOA may not exceed the hourly rates specified in the Master Contract. The Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its principals or employees, or those of subcontractors, totally and productively in the performance of a TOA. In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of a TOA. The fixed hourly labor category rates plus the actual cost of materials, non-routine travel or other direct expenses will be the only payment made for this type of TOA.

1.3 Contract Type

Task Order Agreements shall be either a Fixed Price Agreement as defined by COMAR 21.06.03.06 or a Time and Material Agreement as defined by COMAR 21.06.03.05 or a combination thereof as described in each respective TORFP issued under the Master Contract.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of about 5 years beginning on or about April 1, 2006 and ending five years after the effective date of the Contract. The first Contract year will end on the anniversary date of the first year of the Contract. Each succeeding Contract year shall begin on successive anniversary dates. The anniversary date is a reference point for Contract price adjustment in Section 1.5, below.

1.5 Contract Price Adjustments

1.5.1 Price Adjustment

Prior to the anniversary date of the Contract for each year, the Contractor shall be entitled to an adjustment to hourly labor rates for services and material prices (labor and material combined for Functional Area I; labor only for Functional Area II). Material costs for Functional Area II are for a straight pass through and reimbursement for Contractor cost. The sequence of actions to implement a price adjustment is as follows:

- 1.5.1.1 At least thirty (30) calendar days prior to each anniversary date of the Contract, the Contract Manager shall advise the Contractor of the allowable percentage adjustment that may be applied for each labor rate for the twelve month period following the anniversary date. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. In the event the calculation exceeds seven percent (7%), the maximum increase shall be limited to seven percent (7%) of the then current Contract prices.
- 1.5.1.2 Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised labor rates to the Contract Manager if it wishes to obtain a rate increase. In the event the CPI for the measured period is negative, the Contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the Contractor shall have the option of keeping existing Contract prices or changing to any price up to the maximum allowable percentage increase.
- 1.5.1.3 The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twelve (12) months beginning from the most current month available as posted by the BLS.

1.5.1.4 The revised labor rate schedule shall be used for billing effective the first day of each successive year of the Contract.

1.5.2 Consumer Price Index Information:

1.5.2.1 The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI-All Urban Consumers for:

- Area: Washington-Baltimore, DC-MD-VA-WV
- Item: Service less medical care services
- Series ID: CUURA311SASL5
- Base Period December 1997 = 100

1.5.2.2 The following example illustrates the computation of percent change:

CPI for most currently available period	184.3
Less CPI for previous period	180.9
Equals index point change	3.4
Divided by previous period CPI	180.9
Equals	.019
Result multiplied by 100	0.019 x 100
Equals percent change	1.9%

1.5.3 In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Mike Yeager
Maryland Department of Budget and Management
Division of Policy Analysis
45 Calvert Street, Room 142
Annapolis, Maryland 21401
Phone Number: 410-260-6014
Fax Number: 410-974-3274
E-mail: myeager@dbm.state.md.us

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

1.7 Contract Manager

The State CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State CM is:

Steve Golaner

Maryland Department of Budget and Management
Office of Information Technology
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Phone Number: 410-767-4209
Fax Number: 410-333-5163
E-mail: sgolaner@dbm.state.md.us

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

1.8 Pre-Proposal Conference

A pre-proposal conference (Conference) will be held on October 28, 2005, beginning at 10:00 AM, in the Auditorium at 2301 Argonne Drive, Baltimore, MD 21218. 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. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed. 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 and to those prospective Offerors known to have received a copy of this RFP. 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, it is requested that by 4:00 PM on October 25, 2005, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Mike Yeager at (410) 260-6014 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 eMarylandMarketplace Fee

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

In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

1.9.1 Applicable to Small Work Orders:

COMAR 21.02.06.03 includes a fee schedule which Offerors should build into their offer prices. Normally, contractors would be required to pay the appropriate fee upon contract award. However, because of the extreme variability in possible usage under the contract, either for a single contractor or for multiple contractors, no fee will be due at the time of initial award. Instead, awards/usage will be summarized and the appropriate fee assessed on a quarterly basis.

The rate(s) or price(s) of the proposal/bid should be sufficient to accommodate the payment of the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price.

1.9.2 Applicable to Task Orders:

COMAR 21.02.03.06 requires that each Master Contractor that wins a TOA under this RFP pay a fee to support the operation of eMaryland Marketplace. The fee will be due on each TOA that exceeds \$25,000. The applicable fee will be based on TO value, including any options. A total TO value that is other than an even dollar amount will be rounded to determine the appropriate fee level. For example, a total TO value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com.

The fee amount for a TO may not be charged to the State as a separate add-on price or in addition to the accepted TOP.

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 by mail, facsimile, or preferably, by e-mail to the Procurement Officer. 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 subsequent to 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

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on November 15, 2005 in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in

COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, November 15, 2005 at 2:00 PM (local time) will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. 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 will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurements 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 to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.15 Oral Presentation

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately 2 weeks after the proposal due date.

1.16 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.

1.17 Economy of Preparation

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

1.18 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).

1.19 Multiple or Alternate 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.

1.20 Access to Public Information Act Notice

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

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

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.25 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If determined by DBM to be applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 Mandatory Contractual Terms

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

1.23 Proposal Affidavit

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

1.24 Contract Affidavit

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

1.25 Minority Business Enterprises

NOTICE: The procedure for submitting MBE information and forms has been revised effective October 1, 2004. See Attachment D for explanation of the revised requirements. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

An MBE subcontractor participation goal of 30% has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the contract to achieve the MBE goals in such subcontract awards with businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

In addition to normal MBE reporting described in the RFP, Attachment D, all Contractors will be required to submit a quarterly consolidated participation report (see Section 2.6.1) providing evidence that the Contractor has met the 30% MBE subcontractor participation goal. Any Contractor failing to meet the goal, absent sufficient rationale justifying non-compliance, shall not have the opportunity to participate in the Contract for a period of ninety days to be determined by the Procurement Officer upon the advice of the DBM MBE Liaison Officer. The Contractor shall have the opportunity to present proof of extenuating circumstances to be considered before the Procurement Officer takes any final action.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P.O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.26 Arrearages

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

1.27 Procurement Method

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

1.28 Verification of Registration and Tax Payment

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

1.29 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.

1.30 Nonvisual Accessibility Warranty

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

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

1.31 Payments by Electronic Funds Transfer

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

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

For the purposes of an information technology 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 Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

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

1.33 Mercury and Products That Contain Mercury

This solicitation and resulting master contract requires that all materials used in the performance of the Contract and subsequent Task Order Agreements and Small Work Orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit with its proposal found at Attachment H.

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SECTION 2 – SCOPE OF WORK

2.1 Purpose

- 2.1.1 The State of Maryland is issuing this RFP to afford State agencies an economical and efficient means of installing terminated and unterminated copper and fiber optic cable, as well as, ancillary equipment used to support data, video and/or voice applications under the following functional areas:
- A) Functional Area I - Structured Cabling & Wiring Systems inside State premises (including exterior fiber to be installed within existing conduit); and,
 - B) Functional Area II - Installation, Relocation, Preventive and Routine Maintenance of outside plant fiber optic and communications cables.

2.2 General Requirements – For Functional Areas I and II

- 2.2.1 Any changes or additions by the Contractor of their subcontractors shall be pre-approved by the CM.
- 2.2.2 All work performed for State agencies under the resulting Contract shall be performed under a NTP or PO issued only by the State agency requesting the work.
- 2.2.3 Building materials and construction methods used will comply with the latest version of the Maryland Department of Transportation’s “Standard Specifications for Construction and Materials” a copy of which can be purchased by contacting the State Highway Administration’s Cashiers Office, 707 North Calvert Street, Room 108, P.O. Box 717, Baltimore, MD 21203-0717.
- 2.2.4 The Contractor shall assume total responsibility for project design, work, licenses, bonds and liability insurance of any required items for the contractor and any required subcontractors.
- 2.2.5 Applicable to Functional Area II only - Any materials provided by the Contractor are provided only on a straight pass-through basis. No additional fees or markups shall be allowed. The Contractor shall provide all invoices for materials. The procedure is noted in Invoices Section 2.12. The State will not pay for unused materials and will not accept unused materials for delivery.
- 2.2.6 Applicable to Functional Area II only - All equipment (network electronics, fiber optic cable, fiber panels, etc) and materials acquired and installed under this Master Contract are to be purchased on behalf of the State. Documents evidencing ownership of such equipment and materials by the State shall be delivered to the State prior to payment of a final invoice under a Task Order or Purchase Order. The Contractor shall provide all bills of sale and warranties for the supplied materials to be turned over to the TOM prior to the final invoicing. Titles, certificates of origin, or other documentation shall be supplied for all material provided, in form and content satisfactory to the State. The documentation shall indicate that the material is the property of the State, free and clear of liens or other security interests.
- 2.2.7 Supplied materials, including, but not limited to, any conduit, manholes, splice cases, fiber distribution panels, inner-duct and fiber optic cable, shall be new, unused and shall meet the latest design and fabrication standards of the Electronics Industry Association (EIA).

- 2.2.8 The Contractor's work must be executed in such a manner that it minimizes disruption of day-to-day functions. Contractor(s) shall schedule an appointment with the agency to ensure access to a facility.
- 2.2.9 The Contractor will designate a Point of Contact (POC) for the State with regard to all provisions of the Master Contract and provide the POC's contact information to the CM within 5 days of Contract start date. Changes will be reported to the CM on or before the effective date of the change.
- 2.2.10 The State shall be responsible for obtaining State Highway Administration approval and construction permits to include applicable Standard Specifications for Construction and Materials and SHA Book of Standards. The contractor is responsible for traffic control permits and appropriate onsite management during a project as required.
- 2.2.11 Installation shall be in accordance with the equipment manufacturer's instructions, specifications in this RFP, BICSI (Building Industry Consulting Service, International) standards and specific instructions as outlined in the TOA or Purchase Order.
- 2.2.12 Exact placement of cable path and termination panels are subject to the approval of and shall be coordinated by State POC (point of contact) or TOM prior to the submission of a TOP or quotation.
- 2.2.13 The Contractor shall ensure all fiber media and related connecting hardware, outlets, and other components shall be installed by qualified personnel.

2.3 Technical Requirements – For Functional Areas I and II

- 2.3.1 The Contractor shall be required to meet or exceed the applicable American National Standard Institute (ANSI) and Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568 and 569 specifications as well as all local, County, State and National (IBC) building codes.
- 2.3.2 The Contractor shall supply detailed specifications and design drawings of the proposed conduit path, fiber cable and associated termination panels utilizing AutoCAD 2006 or Microstation Version 8 with the TOP. The State POC or TOM may specify the specific CAD software in the TO. The State reserves the right to request the design drawings in the latest version of the previously mentioned software.
- 2.3.3 Contractor shall adhere to all standards determined as applicable by DBM, including, by way of example only: National, State and Local electrical codes, laws and/or requirements for cable installations. Contractor shall test installed products to ensure they meet the standards and provide written certification test results of all cable installations, within seven (7) business days from job completion and prior to State acceptance.
- 2.3.4 Contractor shall state the specific brand and functional capability of the test equipment proposed for the Contractor acceptance testing.
- 2.3.5 Prior to State acceptance, the Contractor shall provide, on a per job basis, written certification that all cables and services supplied as a result of this solicitation meet all current applicable ANSI EIA/TIA specifications. Cables, installation services and ancillary equipment shall adhere to the then current applicable ANSI EIA/TIA specifications when supplied.
- 2.3.6 All cable installations shall be completed in a safe, neat, professional, structured manner and conform to BICSI standards for installation.

- 2.3.7 Contractor shall obtain all applicable permits needed for the installation of cabling prior to commencement of any work.
- 2.3.8 Contractors shall provide two (2) sets of "as built drawings" for cable projects in excess of fifty (50) runs prior to State acceptance.
- 2.3.9 The Contractor shall use for fiber related projects the following components: ceramic, SC, ST, LC, FC, Mechanical, Epoxy, Hot Melt, Composite fiber.
- 2.3.10 Fiber optics provided and installed by the Contractor shall be tested in accordance with the following criteria:
- A) The Contractor shall provide test results at the following three (3) intervals for any and all fiber optic cables installed on State projects. The test results shall be in a hardcopy written format unless otherwise required in the PO or TO for the test results to be provided electronically. The fiber optic cable shall meet or exceed EIA/TIA specifications:
 - 1) At the manufacturer's premise prior to shipment;
 - 2) At the State premise prior to installation; and
 - 3) After installation.
 - B) All fiber optic cable shall be tested, including tests for open or reversed fibers, their wave lengths and levels of attenuation with connecting hardware in place at the workstation (if applicable) end-to-end.
 - 1) All tests shall be conducted with an optical time domain reflectometer (OTDR) and may require bi-directional testing.
 - 2) These tests shall be conducted after installation and before State acceptance.
 - C) Attenuation in terminated fiber optics shall be equal to or better than the manufacturer's specifications.
 - 1) Connectors associated with the fiber optic cable installation must not exceed 0.5 dB attenuation per pair; and
 - 2) Attenuation loss levels of greater than 9.0 dB will not be accepted for end-to-end fiber optic runs except when the State requires the specific design and function.
 - 3) These tests shall be conducted after installation and before State acceptance.
 - D) The final acceptance test after installation and before State acceptance shall consist of a *performance test*, which will involve testing the installed cable plant using live data. Obtaining satisfactory results from this test shall be a necessary condition to the acceptance of cabling project and subsequent payment, unless otherwise agreed to by the local on-site agency contact or agency POC or TOM in writing.
- 2.3.11 Copper cabling provided and installed by the Contractor shall be tested in accordance with the following criteria:
- A) All cabling and related connecting hardware, outlets, and other components installed shall be tested at the conclusion of the installation.

- B) All cables and connectors shall be tested for *continuity and polarity*, including tests for open, short, split, and reversed circuits (pairs) by the installer prior to the performance of final acceptance tests.
- C) The final acceptance test shall consist of a *performance test*, which shall involve testing the installed cable plant using live data. Obtaining satisfactory results from this test will be a necessary condition to the acceptance of cabling project and subsequent payment, unless otherwise agreed to by the local on-site agency contact or agency POC or TOM in writing.

2.3.12 Labeling Requirements

- A) All components of the structured cabling system require physical labeling. At a minimum, the following components must be labeled:
 - Communications outlets
 - IDF/MDF connecting hardware
 - Cables
 - Terminal/equipment ports

2.3.13 Asbestos Related Installations

In circumstances where asbestos is found, the Contractor is to stop work and notify the CM, the Agency point of contact, and the proper State authorities immediately. Contract workers and subcontractors shall have current EPA-approved asbestos awareness training so that asbestos can be recognized when encountered. The State will notify the Contractor when the Contractor is authorized to resume work.

2.4 Functional Area Descriptions, Service Categories and Examples

The examples of TOs listed in this section are not all inclusive of the services that may be required under the Master Contract.

2.4.1 Functional Area I – Structured Cable and Wiring

- A) Description – Complete premises wiring systems comprised of discrete segments, or modules. Each segment, or module, is referred to as a "Subsystem." When the subsystems are connected together, they form complete physical connections for low-voltage communications needs (i.e., voice and data communications, video, etc.). The Horizontal and In-Building Backbone Subsystem components should be regarded as permanent to the facility, and should be capable of supporting anticipated communications needs. The six Subsystems, which comprise a Structured Cabling System, are as follows:

- 1) The Terminal/Workstation Subsystem;
- 2) The Horizontal Subsystem;
- 3) The IDF Equipment Subsystem;
- 4) The In-Building Backbone Subsystem;
- 5) The MDF Equipment Subsystem; and
- 6) The Campus Backbone Subsystem.

- B) Examples of Potential Small Work Orders – Category I:

- Install fiber between MDF and IDFs with category six cabling to the desktop in a two story building; and
- Install 20 drops from patch panel to modular furniture desktop.

C) Examples of Potential Task Orders – Category II:

- Install 100 drops on four floors of an existing building; and
- Installations in three buildings with exterior fiber through existing conduit.

2.4.2 Functional Area II – Installation, Relocation, Preventive and Routine Maintenance of Outside Plant Fiber Optic and Communications Cables

The Installation, Relocation and Maintenance of Outside Plant Fiber Optic and Communications Cables Statewide including, by example, but not limited to, the construction of new fiber paths between buildings, in the State Right of Way and connecting to existing State fiber resources. Functional Area II encompasses the design and construction of aerial and underground Outside Plant Fiber Optic and Communications Cables utilizing various installation techniques. The design of the cable paths will include the use of professional engineering services including CAD drawings and land surveying. Preventive Maintenance of existing and future fiber paths includes, by example only, cable locating services, fiber marker replacement and manhole maintenance services. Emergency Response services to restore existing and future fiber paths in the event of an unplanned event resulting in damage to State communication cables.

2.4.2.1 Preventive Maintenance – Category I

A) Description – Complete Communication Maintenance services to ensure that Outside Plant Fiber paths and Communication cables are available and maintained to meet the needs of the States critical communications. The work is primarily performed during normal business hours unless specified in the Task Order. Tasks under this Category include all labor, equipment, materials and documentation as specified in the Task Order.

B) Examples of Potential Task Orders:

- Provide Utility locating services for State owned or utilized fiber optic cable, electrical cable and copper cables;
- Provide and install Fiber Optic markers as specified by the State along the Right of Way;
- Test fiber using an OTDR and/or Power Meter at various wavelengths and produce reports to document Loss and Distance of the Fiber Optic Cable Plant;
- Repair and/or Replace manholes in the Right of Way.

2.4.2.2 Emergency Response – Category II

A) Description – Complete Emergency Response services to ensure that Outside Plant Fiber Paths and Communication cables are restored to service in a timely manner in the event of natural disaster, construction accident or other service interruption. The State may require that the work may be performed at any time of the day. The restoration work may include, by example only, the replacement of aerial fiber cable, temporary relocation of underground conduit and fiber cable and the installation of fiber splice cases for fiber counts of 12, 24, 48, 96, 144 and above. The communications cable may be Single or Multi-mode fiber cable or copper cable. Tasks under this Category include all labor, equipment, materials and documentation as

specified in the TO. State agencies and local governments will pre-establish TOAs to provide emergency restoration services of Outside Plant Fiber Paths and communication cables.

- B) Examples of Potential Task Orders (Although examples, the likely scenario is that agencies requiring “insurance” against emergency failure would issue a TORFP for predetermined emergency services that would be :
- Respond to a request for emergency restoration within 1 hour 24/7/365 and reach the location of the damaged Fiber Optic Path within 2-hours Statewide;
 - Perform restoration services;
 - Replace necessary fiber cable and install splice cases;
 - Provide traffic management as needed to meet all Local, State and Federal requirements; and
 - Provide the appropriate splicing and/or terminating equipment to restore single-mode and multi-mode fiber.

2.4.2.3 Relocation and Installation Services – Category III

A) Description – Design and implement new fiber path construction and relocate existing fiber optic cable paths while providing project management, scheduling, oversight, labor, materials and documentation. Design tasks will require professional services such as CAD design drawings and land surveying. The “as-built” documentation of all work performed under this Category may be requested in the TO. Create “turn-key” Outside Plant Fiber and Communications cable paths that terminate from an existing splice point to a building termination demark, from building termination demark to building termination demark and existing splice point to existing splice point over varying paths lengths.

B) Examples of Potential Task Orders:

- Survey of identified path and create CAD drawings for design and permit approval;
- Provide equipment and material recommendations as required;
- Relocate existing fiber optic cable paths utilizing both aerial and underground installation methods;
- Install new fiber optic cable paths utilizing both aerial and underground installation methods;
- Document fiber optic path with As-built drawings and Splice Matrixes; and
- Provide and install fiber marker posts or aerial fiber tags per the State’s specification.

2.5 Security Requirements

2.5.1 Contractors shall comply with and adhere to the State IT Security Policy and Standards where applicable. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at: www.dbm.maryland.gov - keyword: Security Policy.

2.5.2 IT Security

2.5.2.1 Security Regarding Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.

2.5.2.2 The Contractor shall fill-out any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the State.

2.5.3 Physical Security:

2.5.3.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.

2.5.3.2 Security Clearance (**May be required by some State Agencies and will be identified as a requirement in the TO or PO**)

- A. The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on-site at any location. A CJIS Federal background check is necessary for each employee assigned to work on the TO or PO.
- B. The Contractor shall provide certification to the agency that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employees assigned to a TOA or PO have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- C. The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- D. An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- E. An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.

- 2.5.3.3 On-site Security requirement(s) (**Required by some State Agencies and will be identified as a requirement per TO or PO**): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.
- A. Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
 - B. Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
 - C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as: tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- 2.5.3.4 At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.6 Reports and Meetings

2.6.1 MBE Reporting

2.6.1.1 Master contractors shall submit monthly MBE payment reports (Attachment D-5) for each task order project. MBE subcontractors must also submit a monthly payment report (Attachment D-6) for each task order. See RFP Attachment D for additional details regarding monthly MBE payment reporting.

2.6.1.2 In addition to the monthly payment reports, at the end of each contract quarter, master contractors shall submit the following information directly to the Department's MBE Liaison:

- a. For each agency work order received/awarded during the quarter: The agency name, the agency work order number, the dollar value of the work order, and the contract-to-date (CTD) dollar value of all work orders/awards received.

b. By agency: The total actual payments received by the master contractor during the quarterly reporting period, and the CTD actual payments received.

c. The quarterly report template will be provided to each master contractor at the time of award. Quarterly reports shall be submitted to the DBM MBE Liaison, Janice Montague, not later than 5 business days after the end of the quarterly reporting period via e-mail at jmontague@dbm.state.md.us.

2.6.2 Specialized Reports

Additional reports may be required in the TORFPs.

2.7 Personnel Qualifications – Functional Area II

2.7.1 Contractors shall only propose staff available at the time of the TOP. In response to each TORFP, Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 2.8 for each of the labor categories required under the specific Task Order. In the event that labor categories are not identified in a TORFP, Contractors shall provide the appropriate labor categories for the TORFP from those specified in Section 2.8.

2.7.2 Specific areas of required expertise may be further defined in a TORFP. The Contractors shall certify that all candidates meet the required qualifications. At the option of the State, Contractor personnel may be approved for performance in multiple skill categories for which they are qualified. However, personnel cannot perform in multiple labor categories at the same time in a given TO.

2.7.3 Managers, seniors, and other lead labor categories may serve as a Task Leader on one or more TOs. Task Leaders shall have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category.

2.7.4 The TORFP will define specific project requirements. The TOP shall clearly identify applicable experiences related to projects and technologies being used.

2.7.5 Substitution of Personnel.

A) At the State's discretion, a non-qualified Contractor employee may be used to perform a task. The State shall approve a non-qualified employee only for the specific circumstances involved.

B) Individuals proposed and accepted as personnel for TOAs are expected to remain dedicated throughout the TOA commitment. Substitutions will be allowed only when the TOM specifically agrees to the substitution in writing or due to an emergency circumstance as described in Section B) of this Section 2.7.5. All proposed substitutes of personnel must have qualifications at least equal to those reflected in the RFP, Section 2.8. The burden of illustrating this comparison shall be the Contractor's. If one or more of the personnel are unavailable for work under a TOA for a continuous period exceeding 15 calendar days, the Contractor shall immediately notify the TOM and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the TOM. All substitutions shall be made in accordance with this provision.

C) During the performance period for a TOA, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the TOM. In any of these events, the Contractor shall promptly notify the TOM and provide the information required by paragraph B, above. All proposed

substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the TOM, with the information required in paragraph B, above. The TOM must agree to the substitution in writing before such substitution shall become effective.

- D) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see paragraphs B and C, above), and any other information requested by the TOM to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have work experience equal to or better than the labor category descriptions in the RFP, Section 2.8. The burden of illustrating this comparison shall be the Contractor's.
- E) Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

2.8 Labor Categories for Functional Area II

2.8.1 The following section describes the labor categories to be provided under the RFP for Functional Area II. Offerors must propose only these labor categories. No additional categories will be added during the term of the contract.

A. Program Manager

Duties: The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Contractor.

General Experience: At least five (5) years of experience in program or project management.

Specialized Experience: At least three (3) years of experience in supervision or oversight of the following related programs or projects:

1. The coordination and supply of emergency restoration services,
2. The coordination and supply of materials used to construct Outside Plant Fiber Optic Plant; and
3. The coordination of on term contracts for maintenance of fiber optics paths in the Right of Way.

B) Project Manager

Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least three (3) years of experience in managing Aerial and Underground Outside Fiber Plant construction, and supplying and installing equipment and materials associated with Fiber Plant construction related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

C) Outside Plant Technician

Duties: Performs necessary tasks to access fiber optic cable under the ground, install, repair, and maintain hand-holes and underground conduit. Assists Fiber Optic Splicer as needed to install and/or repair cable. Tests Single-mode and multi-mode fiber optic cable to ensure quality of cable.

General Experience: At least two (2) continuous years of documented (by references and work history) experience in outside plant work.

D) Fiber Optic Splicer

Duties: Prepares splice cases and fusion splicing of fiber optic cables. Installs fiber terminations, fiber panels and fiber patch cords. Tests Single-mode and multi-mode fiber optic cable to ensure quality of cable.

General Experience: At least two (2) continuous years of documented (by references and work history) experience in fiber optic work.

E) Heavy Equipment Operator

Duties: Performs necessary tasks to access fiber optic cable under the ground, on a pole or attached to a bridge. Installs, repairs and maintains hand-holes and underground utilities through the operation of heavy equipment (backhoes, excavators, trenchers, bucket trucks, etc.).

General Experience: At least two (2) continuous years of documented (by references and work history) experience in operating heavy equipment.

F) Fiber Locator

Duties: Uses appropriate equipment to locate and mark fiber optic cable, copper cable and other utilities to prevent damage.

General Experience: At least two (2) continuous years of documented (by references and work history) experience in locating and work with cable.

2.9 Ordering Process

2.9.1 Small Work Order Process

- A) The Agency Point of Contact (Agency POC) will send an email for quotation to the lowest priced Contractor using financial proposals of this Contract. If the lowest priced Contractor

is unavailable, then the request for quotation will be sent to the second lowest priced Contractor and so forth until an available Contractor is found.

- B) The Contractor and the agency on-site contact shall conduct a walk-through of the site for the work requested no later than seven (7) working days after the receipt of a request for quotation.
- C) The Contractor shall prepare a **detailed** price quotation to the agency on-site contact via email no later than three (3) working days after initial walk-through. If the detailed price quotation exceeds \$25,000, then the Agency must follow the Task Order process as described in section 2.9.2.
- D) The CM will initiate and deliver a PO to the Contractor after the agency and CM have approved the detailed price quote.
- E) Work shall begin no later than five (5) working days after an approved PO is delivered to the Contractor except when different requirements are defined in the requisition.
- F) Contractor shall work through State designated site contacts for scheduling all on-site activity. Designated agency on-site contacts have authority to amend/stop work and shall do so in writing should it be necessary.
- G) Contractor shall schedule a final walk-through of the completed wiring effort with the agency on-site contact.
- H) Acceptance of work shall be in accordance to a site-specific work order detailing all materials and work performed.
- I) Invoices shall match the approved PO, including any change orders or amendments.
- J) The final acceptance of work by an Agency POC for a Small Work Order shall be done after the conditions are met in section 2.3.11C.
- K) The State of Maryland reserves the right to perform tests prior to acceptance and payment of each installation or service to ensure compliance with the requirements and specifications of the Master Contract and specific Small Work Order. Final acceptance shall only occur at such time as the requesting Agency determines that any State acceptance tests have been successfully completed, all documentation has been delivered to the site, or as otherwise directed by the Agency, and all other requirements specified in the Master Contract and the specific Small Work Order have been met. The requesting Agency will make this determination. This period shall not exceed five (5) days unless notice is made to the Contractor detailing performance issues and final acceptance delay period.

2.9.2 Task Order Process

2.9.2.1 TORFP Content

TORFPs will be initiated by the TOM assigned by the agency requesting the services and shall define the scope and requirements of the specific requirement. At the minimum, each TORFP will contain the following information:

- A) Type of TOA with compensation and method of payment;
- B) Project, Technical, and Contractual point of contact;
- C) Due date, time and place for bidding on the TO;
- D) Background information including task objectives;

- E) Nature of the financial submission;
- F) Technical requirements;
- G) Performance objectives and /or deliverables, as applicable;
- H) Required documentation;
- I) Labor Categories required;
- J) Period of performance;
- K) Place of performance;
- L) Deliverable/delivery schedule;
- M) Security requirements;
- N) State furnished information, work site, and/or access to equipment, facilities, or personnel;
- O) Inspection and acceptance criteria;
- P) Service level agreements (if applicable);
- Q) Set of measurable benefits improvement outcomes;
- R) TO award selection criteria; and,
- S) Non-Visual Access Clause (if applicable).

2.9.2.2 **TOP Submission Requirements**

All TORFPs will be sent to all Contractors awarded a Contract within the functional area the TORFP applies. Contractors who receive a TORFP, and who would have an existing or potential conflict of interest if awarded the TO, shall immediately provide the TOM with a written notification of the conflict.

All Contractors receiving the TORFP must respond with either a proposal or a written notification to the TOM that they do not intend to submit a proposal and reason(s) why. Upon receipt of a TORFP, the Contractor shall provide a TOP in response to the requirements of the TORFP. At a minimum the TOP shall provide the following:

- A) Proposed approach to satisfying the requirements of the TORFP and development of TO deliverables;
- B) Breakdown of all hardware and software required to successfully execute TO;
- C) Proposed schedule in GANTT chart format;
- D) Applicable to Functional Area II only - Proposed hours for each labor category (applicable for T&M TOs);
- E) An estimate of staff time to be required of State employees associated with this project;
- F) Detailed written description of any work to be subcontracted, the name and address of the proposed subcontractor(s);
- G) Proposed price; and,
- H) Applicable to Functional Area II only - Proposed personnel with attached resumes.

2.9.2.3 **Procedure for Awarding a TO**

The criteria for making a TO award determination will be detailed in the TORFP.

2.9.2.4 **Commencement of Work Under a TO**

Work in response to TOs shall be initiated only upon issuance of a fully executed TOA and NTP authorized by the State.

2.9.2.5 **Performance Period for Acceptance**

The State of Maryland may perform tests prior to acceptance and payment of each installation or service, to ensure compliance with the requirements and specifications of the Master Contract and specific TO or PO. Final acceptance shall only occur at such time as the requesting Agency determines that any State acceptance tests have been successfully completed, all documentation has been delivered to the site, or as otherwise directed by the Agency, and all other requirements specified in the Master Contract and the specific TO or PO have been met. Final acceptance shall be upon completion of the proof of performance and after all documentation is on site. The requesting Agency will make this determination. This period shall not exceed fifteen (15) days unless notice is made to the Contractor detailing performance issues and determining the number of day's acceptance is being delayed.

2.9.2.6 Final acceptance of Work by the TOM shall occur:

A) For Task Orders under Functional Area I and Functional Area II Categories 1 and 2:

Will be accepted by the TOM upon documented completion of the work associated with the request. The TOM based on the scope of work will define the appropriate documentation in the TORFP.

B) For Task Orders under Functional Area II Category 3:

- 1) After three (3) complete sets of "as-built" project documentation are received and filed with the TOM for Installation and/or Relocation TORFPs.
- 2) Upon completion of all work specified in the TORFP and formal documentation submitted.
- 3) The State receives a satisfactory inspection report from an independent Contractor, selected and funded by the State to perform a site inspection, and all deficient items identified in the inspection report have been corrected to the State's satisfaction. The contractor shall submit within five business days to the TOM a plan detailing how and when the deficiency will be addressed.
- 4) All other deficiencies noted by the State have been corrected to the State's satisfaction.

2.10 Warranty

All installation materials, network equipment, fiber optic cable, termination panels, splices and path restoration furnished by the Contractor shall be fully guaranteed against defects in materials and workmanship for a minimum period of one (1) year after installation and final acceptance. A standard manufacturer's warranty, on parts and labor or one year warranty on parts and labor, whichever is greater, for new network equipment, fiber termination panels, fiber optic cable work shall be included as part of these conditions. All defective items must be replaced free of charge during the warranty period. All other terms and conditions of the warranty must be provided in the technical response. The Contractor shall provide documentation that the equipment is titled to the State from the manufacturer and warranty cards for the equipment.

2.11 Insurance Requirements

- 2.11.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.
- 2.11.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 2.11.3 A. Worker's Compensation - The vendor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act.

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

Standard Insurance Service Office (ISO)
Commercial General Liability, Occurrence Form

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

The State will be named as an Additional Insured on all liability policies (Workman's Compensation excepted) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities. Upon execution of a contract with the State, then current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State.

The State shall receive written notification of non-renewal from the issuer of the Insurance policies at least sixty (60) days before the expiration of the then-effective Insurance policies. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an Insurance policy from another carrier at least thirty (30) days prior to the expiration of the Insurance policy then in effect.

2.12 Invoicing

- 2.12.1 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period, unless specified differently in the Task Order, and include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due, and the Purchase Order Number(s) being billed. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information. While the State is generally exempt from sales and use taxes, the Contractor, however, is not exempt from such sales and use taxes and shall pay the same.
- 2.12.2 Applicable to Functional Area II only - Any materials, as previously noted, are provided only on a straight pass-through basis. No additional fees or markups shall be allowed. All material invoices

must be signed and dated by the Contractor and the original suppliers invoice shall be submitted and attached along with the applicable monthly invoice.

2.12.3 Invoicing for Task Orders Only

In addition to 2.12.1, the Contractor shall submit the invoices for any TO to the Agency identified in the TO. While the State is generally exempt from sales and use taxes, the Contractor, however, is not exempt from such sales and use taxes and shall pay the same.

2.12.4 Invoicing for Task Orders and Small Work Orders

2.12.4.1 In addition to 2.12.1 and 2.12.2, Fixed Price invoicing shall be based on the deliverables/milestones of the TO or PO; therefore, the scheduling requirements for fixed price invoicing shall be identified at the TO or PO level.

2.12.4.2 Each invoice based on Fixed Price work shall include:

- A) For each Fixed Price PO or TO: a proposed payment for accepted deliverables based on the Deliverables Acceptance Criteria Process (which will be identified in the PO or TO).
- B) For each invoice: information detailing the specific deliverable(s), phase or task as appropriate, the gross amount to invoice, any material cost(s), and net amount due.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors must submit proposals in two parts for each functional area proposed:

Volume I - Technical Proposal
Volume II - Financial Proposal

For each functional areas proposed, Offerors must follow the instructions within this section. Note: All pages of both proposal volumes must be consecutively numbered from beginning to end. Technical and Financial proposals for each functional area shall not be consolidated but stand alone.

3.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and three (3) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format shall also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, functional area proposed and the volume number.

3.3 Submission

Each Offeror is required to submit a separate sealed package for each Volume, which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal respectively. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the Volume number (I or II), functional area proposed and closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal Volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s responsibilities in Section 1.21.

3.4.2 Additional Required Technical Proposal Submissions:

- A. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Completed Minority Business Enterprise (MBE) Participation Forms (Attachments D-1 and D-2 in the original Technical Proposal only)

3.4.3 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, three (3) copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should 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 section in this order:

3.4.4 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal. Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. The reasons for each claim shall be included.

3.4.5 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The Summary shall provide a broad overview of the contents of the entire proposal. 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. In addition, the Offeror shall clearly identify each functional area for which they are proposing services. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

3.4.6 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and particularly with the cabling and wiring services for each functional area proposed. General requirements of the Offeror and personnel are outlined in Section 2. Offerors shall describe how their organization can meet the qualifications of this RFP and shall include the following:

- 3.4.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:
 - A. Corporate/organization size, length of time the organization has been providing the equipment and software services, key business partners, and the number of employees dedicated to providing installation and maintenance of the proposed equipment;
 - B. A comprehensive description of the Offeror's experience in supplying and maintaining the proposed systems and services requested by this RFP;
 - C. For Functional Area II a description of experience with the construction of both aerial and underground Outside Plant Fiber Optic cables;
 - D. Technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of proposed materials; and
 - E. The number of clients and geographic locations the Offeror currently serves.

- 3.4.6.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.
- 3.4.6.3 At least three (3) references from its customers who are capable of documenting:
- A. The Offeror's ability to manage projects of comparable size and complexity.
 - B. Each client reference shall be from a client for whom the Offeror provided service and shall include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the Contract, objectives satisfied

3.4.7 Personnel – Functional Area II

The Offeror shall describe its personnel capabilities in compliance with the RFP Sections 2.7 and 2.8 and respond in its proposal as to how the requirements of these sections will be met. Resumes shall be provided for both the Project and Program Managers proposed.

3.4.8 Offeror Technical Response to RFP Requirements

The Offeror shall address each major task in the Technical Proposal and describe how their proposed services will meet the requirements as described in the RFP (Section 2 minus Section 2.4 which is for Offeror information only and Sections 2.7 and 2.8 which are addressed in RFP Section 3.4.7, above). If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done.

3.4.9 Financial Capability and Statements

The Offeror shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two (2) years (independently audited preferred).

3.4.10 Legal Actions Summary

The Offeror shall include the following:

- A. Legal Actions Summary. The Offeror must include the following:
 - (1) A statement as to whether there are any outstanding legal actions against the offeror, and a brief description of any such action.
 - (2) A brief description of any settled or closed legal actions against the offeror over the past five (5) years.

3.4.11 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance meeting the requirements of the RFP Section 2.11.

3.4.12 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):

- A. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- B. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- D. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

3.4.13 Subcontractors

Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract.

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Offeror shall submit an original unbound copy, three (3) copies, and an electronic version in MS Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. Complete the price sheets only as provided in the Attachment F instructions.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

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

4.2 Technical Criteria

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

- Offeror Experience and Capabilities (Ref. Section 3.4.6)
- Technical Response (Ref. Section 3.4.8)
- Economic Benefit Factors. (Ref. Section 3.4.12)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines. Prices are based on a model that is solely for evaluation purposes only and that approximates usage based on estimates for the first year of the Contract. No representations or guarantees of purchases, commitments, or of any other type are made or intended in connection with any such model.

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an

Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

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

4.5.3 Award Determination

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

ATTACHMENTS

ATTACHMENT A is the State's contract. 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 notification of proposed contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D – Minority Business Enterprise Participation.

ATTACHMENTS D-1 through D-6 – MBE Participation Forms.

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 – Price Proposal Instructions and Forms. Price Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT G – Procurement Officer Checklist. Used upon initial receipt of proposals to see if proposals contain all required elements. The review is not a technical evaluation.

ATTACHMENT H – Mercury Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT I – Fiber Marker Specifications

ATTACHMENT A – CONTRACT

CABLE AND WIRING MASTER CONTRACT

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 2005 by and between _____ and the STATE OF MARYLAND, acting by and through the DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY.

In consideration of the promises and the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

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

- 1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 “Department” means the Maryland Department of Budget and Management.
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.4 “Procurement Officer” means Mike Yeager of the Department.
- 1.5 “Notice To Proceed (NTP)” means a formal combined notification from the Contract Manager that: (i) a specific Master Contractor has been selected to perform a TOA; and (ii) the Master Contractor should immediately, or as of a date contained in the notice, begin performance of the TOA.
- 1.6 “Contract Manager” means Steve Golaner of the Department.
- 1.7 “RFP” means the Request for Proposals for Cable and Wiring Services, Project 050R6800016, and any amendments thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Task Order Agreement (TOA)” means the Agreement executed by the Contractor and the State for a specific project.
- 1.10 “Task Order Proposal (TOP)” means the technical and financial response by the Contractor to a TORFP.
- 1.11 “Task Order Request for Proposals (TORFP)” means a solicitation document containing a description by the State of the individual projects for which proposals will be solicited. A TORFP will not amend, conflict or supersede any provision of the RFP.
- 1.12 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide the services, equipment and related software described in the TORFP and the Contractor's TOP submitted thereunder. 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 is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Technical Proposal

Exhibit C – The Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in this Contract, the Contractor shall provide services and material in accordance with the Master Contract and TORFP. The term of this Contract is for a period of five (5) years, commencing on _____ and terminating five years thereafter on _____. The Contractor shall provide services upon receipt of a NTP from the Contract Manager. Any TOAs that begin before the ending date of the Contract shall be governed by all of the terms of this Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the not-to-exceed rates set forth in Attachment F. TOAs that are on a time and materials basis shall include a not-to-exceed ceiling for payments. Any work performed by the Contractor in excess of the ceiling amount of any TOA without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under TOAs issued on a fixed price basis shall be limited to the price specified in the TOA, regardless of the actual cost to the Contractor. Payment for Small Work Orders shall be on a fixed price basis at Attachment F not-to-exceed rates.

4.2 Payments to the Contractor shall be made in accordance with the TOA and no later than thirty (30) days after the State's receipt of a proper invoice for performance by the Contractor, acceptance by the State of such performance, and pursuant to the terms of the RFP. TOAs may specify periodic payments based on deliverables or stages of completion. A TOA may specify that a portion of the payments due will be withheld until completion of the TOA. 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 TOA 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 TORFP.

4.3 Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. 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. The final payment under a TOA will not be made until the Comptroller of the State receives certification that Contractor has paid all taxes.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

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

4.6 Contractor's eMarylandMarketplace vendor identification number is _____.

5. Task Order Agreement

A TOA may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. TORFPs, TOPs and TOAs 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, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

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

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

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.

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 attorney 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 that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already lawfully 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, as defined under State Government Article, 15-102, Annotated Code of Maryland, as from time to time amended, 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 and COMAR 21.10 (Administrative and Civil Remedies), as from time to time amended. 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 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

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

12.2 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.

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

14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, to solicit or secure this agreement, 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 any 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 TOA under this Contract succeeding the first fiscal period, the TOA 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 TOA will be to discharge both the Contractor and the State from future performance of the TOA, 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 TOA. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of TOA 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 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 21.07.01.12A(2).

18. Delays and Extensions of Time

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

19. Suspension of Work

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

20. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contribution Disclosure

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

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after close out of this Contract and final payment by the State 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, the Contract Manager or the Contract Manager's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

24. Warranties

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, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

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

25. Cost and Price Certification

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

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, 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 TOA after due notice to the State. Any such subcontract or assignment shall include the terms of Sections 9 and 11 through 25 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 from and against liability for any and all losses, damages, costs, suits, actions, claims, liabilities and expenses (including reasonable attorneys' fees and disbursements) incurred by the State in connection with, arising from, or relating to the performance of the Contractor or its subcontractors under this Contract and any TOA arising therefrom.

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

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 and any TOA arising therefrom.

2.7.4 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 and any TOA arising therefrom.

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 five (5) times the total amount of the TORFP or Small Work Order, as applicable, out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any TORFP or Small Work Order as applicable issued pursuant to this RFP. Third party claims arising under Section 27 ("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 27 of this Contract shall be unlimited if the State is not immune from liability for claims arising under this Section.

29. Administrative

29.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. 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:

Attn: (Insert Name and Title)
Office of Information Technology
Maryland Department of Budget & Management
(Insert Street Address)
(Insert City, State, and Zip)

If to the Contractor:

30. Guarantee of Performance by _____ . (If Applicable)

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

31. Orderly Termination

31.1 Contractor agrees that at the commencement of this Contract and any TOA issued hereunder, it shall have ready and available sufficient levels of inventory and qualified personnel to be able to promptly, diligently, efficiently and completely prosecute the specified services to completion. If the specified work involves the transitioning of work from another entity to Contractor, Contractor shall be required to assume full responsibility for the work and complete any required transitioning within no more than _____ days from a NTP from the State.

31.2 Upon the expiration or earlier termination of this Contract or any TOA issued hereunder, Contractor shall:

- a) promptly, diligently, efficiently and in good faith work with any successor contractor and the Department to transition services over to the successor contractor;
- b) during the transition period, continue to be subject to all of the terms and conditions of the Contract, including, by way of example only, those that govern the rates, fees and other charges that Contractor may be permitted to charge the Department under the Contract, and under no circumstances shall the Contractor be entitled to raise any such rates, fees and/or other charges during the transition period; and,
- c) at the end of the transition period, provide the Department with a summary report of the transition that, among other things, contains a certification signed by an officer of the Contractor who is authorized to legally bind Contractor, that states that all actions necessary to successfully transition the services to the successor contractor have been completed, or if they have not been completed, why they have not been completed. The Department shall be entitled to withhold any final payment(s) otherwise due Contractor until it receives the summary report and certification specified in this subsection.

32. 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 by the State, 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.

33. 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.

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

CONTRACTOR

STATE OF MARYLAND
By: DEPARTMENT OF BUDGET
AND MANAGEMENT

By:

By:

Title

Title

Date

Date

Witness

Witness

Approved for form and legal sufficiency this _____ day of _____, 2005.

Assistant Attorney General

ATTACHMENT B – BID/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. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, 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):

_____.

C. 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, has:

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

- 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 arising out of 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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of Section 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) 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 Section B and subsections (1) through (7) 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):

_____.

D. 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, 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):

_____.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_____.

F. 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.

G. 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.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 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.

I. 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 Administrative Board of Election Laws 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.

J. 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 §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(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 §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(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.

K. 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.

L. 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.

M. Repealed.

N. 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) __

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C - CONTRACT 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 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:_____.

(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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. Date:_____ By:_____ (Authorized Representative and Affiant)_____

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

**State of Maryland
DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

Purpose

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

An MBE subcontract participation goal of 30 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

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

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

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment D-5**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

Attachment D-1

Certified MBE Utilization and Fair Solicitation **Affidavit**

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. 050R6800016, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. **I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.**
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type) Name: _____ Title: _____
--

Attachment D-2
 MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. 050R6800016, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

5. Bidder/Offeror did/did not attend the pre-bid/proposal conference
 No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

Attachment D-4
Subcontractor Project Participation
Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in conjunction with Solicitation
Prime Contractor Name

No. 050R6800016, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By: _____

Prime Contractor Signature

Name

Title

Date

By: _____

Subcontractor Signature

Name

Title

Date

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#: _____

BPO#: _____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at jmontague@dbm.state.md.us or at 410-260-7109.

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form D-5 for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the D-6 form properly, i.e., all of the information located in the upper right corner of the D-5 form. It may be wise to enter the information on form D-6 for the subcontractor's convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's

monthly D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the D-5 reports. The Department's MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor's MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be implemented until approval has been received. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**ATTACHMENT D-5 (Sample)
 Minority Business Enterprise Participation
 Prime Contractor Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Task Order #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact Person: <u>Janice Montague</u> Dept.: <u>Department of Budget & Management</u> Address: <u>45 Calvert Street, Room</u> <u>Annapolis, MD 21401</u> Email: jmontague@dbm.state.md.us _____

Signature: _____ Date: _____

**ATTACHMENT D-6 (Sample)
 Minority Business Enterprise Participation
 Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Task Order #: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime Contractor:		Contact Person:

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact Person: <u>Janice Montague</u> Dept.: <u>Department of Budget & Management</u> Address: <u>45 Calvert Street, Room</u> <u>Annapolis, MD 21401</u> Email: jmontague@dbm.state.md.us _____

Signature: _____ Date: _____

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Project No. 050R6800016
CONSULTING AND TECHNICAL SERVICES**

A Pre-Proposal Conference will be held at 10:00 PM, on October 28, 2005, in the Workforce and Technology - Auditorium at 2301 Argonne Drive, Baltimore, MD. Please return this form by October 25, 2005 advising whether or not you plan to attend.

See below for directions to the meeting site.

Return or fax this form to the Procurement Officer:

Mr. Mike Yeager
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 142
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

Signature Title

ATTACHMENT F – PRICE PROPOSAL FORM INSTRUCTIONS

PRICING INSTRUCTION FORM

Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

Offerors are required to record the fully-loaded prices they are proposing for each listed item, and compute the total. The price forms are used to calculate the Offeror's TOTAL PRICE.

- A) All Unit/Extended Prices must be clearly entered with dollars and cents, e.g., \$24.15.
- B) All Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) All goods or services required or requested by the State and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price and Extended Price with \$0.00.
- E) Every blank in the price sheet shall be filled in.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.
- G) It is imperative that the prices included on the Price Proposal Forms have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Price Proposal Forms. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

Price Proposal Forms

Functional Area I

- 1) **Cable**
- 2) **Fiber**
- 3) **Miscellaneous**
- 4) **Summary**

Functional Area II

- 1) **Category 1 – Preventive Maintenance**
- 2) **Category 2 – Emergency Response**
- 3) **Category 3 – Relocation and Installation Services**
- 4) **Sample Project**
- 5) **Total Price Bid**

The actual Price Sheets are located in a separate excel spreadsheet.

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORMS

(Column A) Item Description	(Column B) PER 100' RUN	(Column C) PER 150' RUN	(Column D) PER 200' RUN	(Column E) QUANTITY	(Column F) (B+C+D)*E=F TOTAL PRICE
CABLING - SINGLE CAT 3 INSTALLED & TERMINATED INCLUDING LABOR					
4 PAIR PVC - < 20 DROPS				4	\$ -
4 PAIR PVC - > 20 BUT < 50 DROPS				4	\$ -
4 PAIR PVC - > 50 DROPS				3	\$ -
4 PAIR CMP - < 20 DROPS				3	\$ -
4 PAIR CMP - > 20 BUT < 50 DROPS				3	\$ -
4 PAIR CMP - > 50 DROPS				3	\$ -
CABLING - SINGLE CAT5 ENHANCED INSTALLED & TERMINATED INCLUDING LABOR					
4 PAIR PVC - < 20 DROPS				4	\$ -
4 PAIR PVC - > 20 BUT < 50 DROPS				4	\$ -
4 PAIR PVC - > 50 DROPS				3	\$ -
4 PAIR CMP - < 20 DROPS				3	\$ -
4 PAIR CMP - > 20 BUT < 50 DROPS				3	\$ -
4 PAIR CMP - > 50 DROPS				3	\$ -
CABLING - SINGLE CAT 6 INSTALLED & TERMINATED INCLUDING LABOR					
4 PAIR PVC - < 20 DROPS				4	\$ -
4 PAIR PVC - > 20 BUT < 50 DROPS				4	\$ -
4 PAIR PVC - > 50 DROPS				3	\$ -
4 PAIR CMP - < 20 DROPS				3	\$ -
4 PAIR CMP - > 20 BUT < 50 DROPS				3	\$ -
4 PAIR CMP - > 50 DROPS				3	\$ -
CABLING - DUAL CAT 5 ENHANCED INSTALLED & TERMINATED INCLUDING LABOR					
4 PAIR PVC - < 20 DROPS				250	\$ -
4 PAIR PVC - > 20 BUT < 50 DROPS				50	\$ -
4 PAIR PVC - > 50 DROPS				20	\$ -
4 PAIR CMP - < 20 DROPS				250	\$ -
4 PAIR CMP - > 20 BUT < 50 DROPS				50	\$ -
4 PAIR CMP - > 50 DROPS				20	\$ -
CABLING - DUAL CAT 6 INSTALLED & TERMINATED INCLUDING LABOR					
4 PAIR PVC - < 20 DROPS				250	\$ -
4 PAIR PVC - > 20 BUT < 50 DROPS				50	\$ -
4 PAIR PVC - > 50 DROPS				20	\$ -
4 PAIR CMP - < 20 DROPS				250	\$ -
4 PAIR CMP - > 20 BUT < 50 DROPS				50	\$ -

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORMS

(Column A) Item Description	(Column B) PER 100' RUN	(Column C) PER 150' RUN	(Column D) PER 200' RUN	(Column E) QUANTITY	(Column F) (B+C+D)*E=F TOTAL PRICE
4 PAIR CMP - > 50 DROPS				20	\$ -
IBM TYPE DATA CABLING					
TYPE 1 PVC - > 20 BUT < 50 DROPS				1	\$ -
TYPE 1 PVC - > 50 DROPS				1	\$ -
TYPE 1 PVC - < 20 DROPS				2	\$ -
TYPE 1 CMP - > 20 BUT < 50 DROPS				1	\$ -
TYPE 1 CMP - > 50 DROPS				1	\$ -
TYPE 1 CMP - < 20 DROPS				2	\$ -
TYPE 2 PVC - > 20 BUT < 50 DROPS				1	\$ -
TYPE 2 PVC - > 50 DROPS				1	\$ -
TYPE 2 PVC - < 20 DROPS				1	\$ -
TYPE 2 CMP - > 20 BUT < 50 DROPS				1	\$ -
TYPE 2 CMP - > 50 DROPS				1	\$ -
TYPE 2 CMP - < 20 DROPS				1	\$ -
TYPE 3 PVC - > 20 BUT < 50 DROPS				1	\$ -
TYPE 3 PVC - > 50 DROPS				1	\$ -
TYPE 3 PVC - < 20 DROPS				1	\$ -
TYPE 3 CMP - > 20 BUT < 50 DROPS				1	\$ -
TYPE 3 CMP - > 50 DROPS				1	\$ -
TYPE 3 CMP - < 20 DROPS				1	\$ -
COAXIAL CABLE INSTALLED & TERMINATED INCLUDING LABOR					
COAX RG62 AU CMP - < 20 DROPS				2	\$ -
COAX RG62 AU CMP - > 20 BUT < 50 DROPS				2	\$ -
COAX RG62 AU CMP - > 50 DROPS				2	\$ -
COAX RG59 AU CMP - < 20 DROPS				2	\$ -
COAX RG59 AU CMP - > 20 BUT < 50 DROPS				2	\$ -
COAX RG59 AU CMP - > 50 DROPS				3	\$ -
COAX RG58 AU CMP - < 20 DROPS				2	\$ -
COAX RG58 AU CMP - > 20 BUT < 50 DROPS				3	\$ -
COAX RG58 AU CMP - > 50 DROPS				2	\$ -
COAXIAL CABLE INSTALLED & TERMINATED INCLUDING LABOR					
COAX RG6 AU CMP < 20 DROPS				2	\$ -
COAX RG6 AU CMP >20 BUT <50 DROPS				2	\$ -
COAX RG6 AU CMP >50 DROPS				2	\$ -

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORMS

(Column A) Item Description	(Column B) PER 100' RUN	(Column C) PER 150' RUN	(Column D) PER 200' RUN	(Column E) QUANTITY	(Column F) (B+C+D)*E=F TOTAL PRICE
COAX RG11 AU CMP <20 DROPS				2	\$ -
COAX RG11 AU CMP >20 BUT <50 DROPS				2	\$ -
COAX RG11 AU CMP >50 DROPS				2	\$ -
CABLING - SINGLE CAT 3 INSTALLED & NOT TERMINATED					
4 PAIR PVC				5	\$ -
4 PAIR CMP				5	\$ -
CABLING - SINGLE CAT 5 ENHANCED INSTALLED & NOT TERMINATED					
4 PAIR PVC				5	\$ -
4 PAIR CMP				5	\$ -
CABLING - SINGLE CAT 6 INSTALLED & NOT TERMINATED					
4 PAIR PVC				5	\$ -
4 PAIR CMP				5	\$ -
CABLING - DUAL CAT 5 ENHANCED INSTALLED & NOT TERMINATED					
4 PAIR PVC				5	\$ -
4 PAIR CMP				5	\$ -
CABLING - DUAL CAT 6 INSTALLED & NOT TERMINATED					
4 PAIR PVC				5	\$ -
4 PAIR CMP				5	\$ -
COAXIAL CABLE INSTALLED & NOT TERMINATED					
COAX RG6 AU CMP				3	\$ -
COAX RG11 AU CMP				3	\$ -
IBM TYPE DATA CABLING INSTALLED & NOT TERMINATED					
TYPE 1 PVC				2	\$ -
TYPE 1 CMP				2	\$ -
TYPE 2 PVC				2	\$ -
TYPE 2 CMP				2	\$ -
TYPE 3 PVC				2	\$ -
TYPE 3 CMP				2	\$ -
COAXIAL CABLE INSTALLED & NOT TERMINATED					
COAX RG62 AU CMP				2	\$ -
COAX RG59 AU CMP				2	\$ -
COAX RG58 AU CMP				2	\$ -
TOTAL PAGES 1 THROUGH 4					\$ -

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORMS

(Column A)	(Column B)	(Column C)	(Column D)	(Column E)	(Column F)
Item Description	PER 100' RUN	PER 150' RUN	PER 200' RUN	QUANTITY	(B+C+D)*E=F TOTAL PRICE

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ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORM

(Column A) FIBER OPTIC CABLE	(Column B) PRICE PER FOOT (1' to 500')	(Column C) PRICE PER FOOT (501' TO 1,000')	(Column D) PRICE PER FOOT 1,000 & GREATER	(Column E) QUANTITY	(Column F) (B+C+D)*E=F PRICE
Interior Grade, Graded Index, Multi-Mode 62.5 X 125 Micron Riser Rated Non-Plenum, Installed & Terminated					
4 FIBER				1	\$ -
6 FIBER				1	\$ -
8 FIBER				1	\$ -
12 FIBER				1	\$ -
24 FIBER				2	\$ -
36 FIBER				1	\$ -
48 FIBER				1	\$ -
72 FIBER				1	\$ -
96 FIBER				1	\$ -
144 FIBER				1	\$ -
Exterior Grade Gel Filled, Graded Index, Multi-Mode 62.5 x 125 Micron, No Armor, Loose Tube, Installed & Terminated					
4 FIBER				1	\$ -
6 FIBER				1	\$ -
8 FIBER				1	\$ -
12 FIBER				1	\$ -
24 FIBER				2	\$ -
36 FIBER				1	\$ -
48 FIBER				1	\$ -
72 FIBER				1	\$ -
96 FIBER				1	\$ -
144 FIBER				1	\$ -
Interior Grade, Graded Index, Multi-Mode 62.5 X 125 Micron Plenum, Installed & Terminated					
4 FIBER				1	\$ -
6 FIBER				1	\$ -
8 FIBER				1	\$ -
12 FIBER				1	\$ -
24 FIBER				2	\$ -
36 FIBER				1	\$ -
48 FIBER				1	\$ -
72 FIBER				1	\$ -
96 FIBER				1	\$ -
144 FIBER				1	\$ -
INTERIOR GRADE, SINGLE-MODE 8.3 X 125 MICRON RISER RATED NON-PLENUM, INSTALLED & TERMINATED					
4 FIBER				1	\$ -
6 FIBER				1	\$ -
8 FIBER				1	\$ -
12 FIBER				1	\$ -
24 FIBER				2	\$ -
36 FIBER				1	\$ -
48 FIBER				1	\$ -
72 FIBER				1	\$ -
96 FIBER				1	\$ -
144 FIBER				1	\$ -
EXTERIOR GRADE SINGLE-MODE 8.3 X 125 MICRON, NO ARMOR, LOOSE TUBE, INSTALLED & TERMINATED					
4 FIBER				1	\$ -

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORM

(Column A) FIBER OPTIC CABLE	(Column B) PRICE PER FOOT (1' to 500')	(Column C) PRICE PER FOOT (501' TO 1,000')	(Column D) PRICE PER FOOT 1,000 & GREATER	(Column E) QUANTITY	(Column F) (B+C+D)*E=F PRICE
6 FIBER				1	\$ -
8 FIBER				1	\$ -
12 FIBER				1	\$ -
24 FIBER				2	\$ -
36 FIBER				1	\$ -
48 FIBER				1	\$ -
72 FIBER				1	\$ -
96 FIBER				1	\$ -
144 FIBER				1	\$ -
Interior Grade, Single-Mode 8.3 X 125 Micron Plenum, Installed & Terminated					
4 FIBER				1	\$ -
6 FIBER				1	\$ -
8 FIBER				1	\$ -
12 FIBER				1	\$ -
24 FIBER				2	\$ -
36 FIBER				1	\$ -
48 FIBER				1	\$ -
72 FIBER				1	\$ -
96 FIBER				1	\$ -
144 FIBER				1	\$ -
MULTI-PAIR TELEPHONE CABLE, INSTALLED IN BUILDING IN PREPARED RACKS OR CONDUIT & TERMINATED					
200 PAIR, GEL-FILLED				2	\$ -
200 PAIR, PVC				3	\$ -
200 PAIR, PLENUM				2	\$ -
300 PAIR, GEL-FILLED				1	\$ -
300 PAIR, PVC				3	\$ -
600 PAIR, GEL-FILLED				1	\$ -
600 PAIR, PVC				1	\$ -
900 PAIR, GEL-FILLED				1	\$ -
1200 PAIR, GEL-FILLED				1	\$ -
1200 PAIR, PVC				1	\$ -
TOTAL PAGES 5 THROUGH 6					\$ -

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ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORM

(Column A) DESCRIPTION	(Column B) QUANTITY	(Column C) UNIT PRICE	(Column D) B*C=D TOTAL PRICE
ADDITIONAL PRICE PER DROP FOR:			
HARD CEILINGS AND WALLS, < 20 DROPS	50		\$ -
> 20 BUT < 50 DROPS	20		\$ -
> 50 DROPS	10		\$ -
EXISTING UNDER-FLOOR DUCTS, < 20 DROPS	20		\$ -
> 20 BUT < 50 DROPS	10		\$ -
> 50 DROPS	4		\$ -
ASBESTOS PRESENT, < 20 DROPS	10		\$ -
> 20 BUT < 50 DROPS	5		\$ -
> 50 DROPS	2		\$ -
EXPEDITE CHARGE, < 20 DROPS	10		\$ -
> 20 BUT < 50 DROPS	5		\$ -
MODULAR FURNITURE, < 20 DROPS	50		\$ -
> 20 BUT < 50 DROPS	20		\$ -
> 50 DROPS	10		\$ -
MISCELLANEOUS			
1" WALL MOLDING - 5FT SECTION	200		\$ -
1" FLOOR MOLDING - 5FT SECTION	50		\$ -
2" WALL MOLDING - 5FT SECTION	200		\$ -
2" FLOOR MOLDING - 5FT SECTION	50		\$ -
4" WALL MOLDING - 5FT SECTION	100		\$ -
4" FLOOR MOLDING - 5FT SECTION	25		\$ -
3/4" RACEWAY - PRICE PER FOOT	1000		\$ -
1 3/4" RACEWAY - PRICE PER FOOT	1000		\$ -
3/4" RACEWAY COUPLERS AND 90'S	500		\$ -
1 3/4" RACEWAY COUPLERS AND 90'S	500		\$ -
POWER POLES - 8FT SECTION	200		\$ -
POWER POLES - 10FT SECTION	200		\$ -
POWER POLES - 12FT SECTION	100		\$ -
1" PVC INTERDUCT - PRICE PER FOOT	1000		\$ -
1 1/2" PVC INTERDUCT - PRICE PER FOOT	1000		\$ -
1" PLENUM INTERDUCT - PRICE PER FOOT	1000		\$ -
1 1/2" PLENUM INTERDUCT - PRICE PER FOOT	1000		\$ -
3.5" WALL MOUNT BRACKETS	500		\$ -
3.5" WIRE MANAGERS	500		\$ -
BISCUIT BOXES, SINGLE	1000		\$ -
BISCUIT BOXES, DUAL	1000		\$ -
SURFACE MOUNT RACEWAY BOXES	1000		\$ -
J-HOOKS	500		\$ -
66 BLOCKS AND BRACKETS	500		\$ -
4' X 8' FIRE RATED PLYWOOD SHEET	300		\$ -
3/4" CORRUGATED TUBING (SPLIT LOOM) - PER FOOT	500		\$ -
1" CORRUGATED TUBING (SPLIT LOOM) - PER FOOT	500		\$ -
FIBER DISTRIBUTION CENTERS			
WALL MOUNT - 12 PORT	50		\$ -
RACK MOUNT - 24 PORT	40		\$ -
RACK MOUNT - 72 PORT	30		\$ -
RACK MOUNT - 144 PORT	10		\$ -
FIBER PATCH CORD, MULTI-MODE 62.5X125, 4FT	500		\$ -
FIBER PATCH CORD, MULTI-MODE 62.5X125, 12FT	300		\$ -
FIBER PATCH CORD, SINGLE MODE 8.3X125, 4FT	100		\$ -
FIBER PATCH CORD, SINGLE MODE 8.3X125, 12FT	50		\$ -
ST TYPE CONNECTOR, STAINLESS STEEL	1000		\$ -

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORM

(Column A) DESCRIPTION	(Column B) QUANTITY	(Column C) UNIT PRICE	(Column D) B*C=D TOTAL PRICE
ST TYPE CONNECTOR, CERAMIC	1000		\$ -
CATEGORY 3/4 PATCH PANELS - 25 PAIR, WALL MOUNT AND BLOCKS			
96 PORT PATCH PANEL 8 PIN	10		\$ -
96 PORT PATCH PANEL 4 PIN	10		\$ -
48 PORT PATCH PANEL 8 PIN	20		\$ -
48PORT PATCH PANEL 4 PIN	20		\$ -
24 PORT PATCH PANEL 8 PIN	50		\$ -
24 PORT PATCH PANEL 4PIN	50		\$ -
CATEGORY 5 ENHANCED PATCH PANELS - WALL MOUNT AND DIRECT TERMINATION			
96 PORT PATCH PANEL 8 PIN	200		\$ -
48 PORT PATCH PANEL 8 PIN	100		\$ -
24 PORT PATCH PANEL 8 PIN	100		\$ -
CATEGORY 6 PATCH PANELS - WALL MOUNT AND DIRECT TERMINATION VIA 110			
96 PORT PATCH PANEL 8 PIN	200		\$ -
48 PORT PATCH PANEL 8 PIN	100		\$ -
24 PORT PATCH PANEL 8 PIN	100		\$ -
110 TYPE MODULAR PATCH PANEL			
50 PAIR-CAT3	100		\$ -
100 PAIR-CAT3	80		\$ -
300 PAIR-CAT3	60		\$ -
600 PAIR-CAT3	40		\$ -
900 PAIR-CAT3	20		\$ -
1200 PAIR-CAT3	10		\$ -
50 PAIR-CAT 5E	100		\$ -
100 PAIR-CAT 5E	80		\$ -
300 PAIR-CAT 5E	60		\$ -
600 PAIR-CAT 5E	40		\$ -
900 PAIR-CAT 5E	20		\$ -
1200 PAIR-CAT 5E	10		\$ -
50 PAIR-CAT 6	100		\$ -
100 PAIR-CAT 6	80		\$ -
300 PAIR-CAT 6	60		\$ -
600 PAIR-CAT 6	40		\$ -
900 PAIR-CAT 6	20		\$ -
1200 PAIR-CAT 6	10		\$ -
IBM PATCH PANELS			
TYPE 1 32 PORT	20		\$ -
IBM BULKHEAD TYPE 1 W/ IBM RJ14C INSERT	15		\$ -
IBM BULKHEAD TYPE 2 W/IBM RJ14C INSERT	10		\$ -
IBM BULKHEAD TYPE 3 W/ IBM RJ14C INSERT	5		\$ -
PATCH CORDS 110 TYPE, 2 PAIR, DOUBLE ENDED			
3 FEET	2000		\$ -
6 FEET	2000		\$ -
9 FEET	2000		\$ -
PATCH CORDS 110 TYPE, 4 PAIR, DOUBLE ENDED			
3 FEET	1,000		\$ -
6 FEET	750		\$ -
9 FEET	400		\$ -
RJ45 PATCH CORDS CAT 3, 4 PAIR, DOUBLE ENDED			
3 FEET	1000		\$ -
5 FEET	750		\$ -
8 FEET	500		\$ -
10 FEET	250		\$ -
12 FEET	250		\$ -

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA I
PRICE PROPOSAL FORM

(Column A) DESCRIPTION	(Column B) QUANTITY	(Column C) UNIT PRICE	(Column D) B*C=D TOTAL PRICE
RJ45 PATCH CORDS CAT 5E, 4 PAIR, DOUBLE ENDED			
3 FEET	1,000		\$ -
5 FEET	750		\$ -
8 FEET	500		\$ -
10 FEET	250		\$ -
12 FEET	250		\$ -
RJ45 PATCH CORDS CAT 6 ENHANCED, 4 PAIR, DOUBLE ENDED			
3 FEET	1,000		\$ -
5 FEET	750		\$ -
8 FEET	500		\$ -
10 FEET	250		\$ -
12 FEET	250		\$ -
CONNECTORS			
MODULAR JACK - RJ11	2,000		\$ -
FLUSH MOUNT RJ11 JACK	1,750		\$ -
MODULAR JACK - DUPLEX RJ11	1,500		\$ -
MODULAR JACK - RJ45	1,050		\$ -
FLUSH MOUNT RJ45 JACK	750		\$ -
DUAL FLUSH MOUNT JACKS, RJ45 & RJ11	750		\$ -
RJ11C TO IBM TYPE 1 DATA ADAPTER	1,000		\$ -
IBM 3270, BNC COAX BALUN	900		\$ -
IBM BOX JACK	800		\$ -
IBM STANDARD JACK	700		\$ -
IBM UNIVERSAL CONNECTOR KIT	500		\$ -
RS232 DB25 (M OR F) TO RJ45 3FT CORD	400		\$ -
RS232 DB25 (M OR F) TO RJ45 10FT CORD	300		\$ -
IMPEDANCE MATCHING TRANSFORMER	200		\$ -
CABINETS			
23" X 6' COMPUTER CABINET - LOCKING	10		\$ -
19" X 6' COMPUTER CABINET - LOCKING	10		\$ -
19" X 6' QUAD RAIL RACK	10		\$ -
23" X 6' EQUIPMENT RACK - FREE STANDING	10		\$ -
19" X 6' EQUIPMENT RACK -FREE STANDING,STEEL	10		\$ -
19" X 4' EQUIPMENT RACK -FREE STANDING,STEEL	10		\$ -
HINGED 24 PORT WALL BRACKET	10		\$ -
HINGED 96 PORT WALL BRACKET	10		\$ -
WIRE MANAGEMENT BRACKET (1 3/4" HORIZONTAL)	100		\$ -
18" X 14" WALL SHELF	20		\$ -
MULTI-PAIR PHONE LIGHTNING PROTECTION - PER END			
50-PAIR	10		\$ -
100-PAIR	10		\$ -
SOLID STATE PROTECTION MODULES PER PAIR	20		\$ -
GAS PROTECTION MODULES - PER PAIR	20		\$ -
EXPEDITE CHARGE PER JOB	20		\$ -
LABOR RATES HOURLY MON THRU FRI 8:00 AM TO 4:30 PM	10,000		\$ -
OTHER THAN NORMAL BUSINESS HOURS	1,000		\$ -
TOTAL PAGES 7 THROUGH 10			\$ -

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ATTACHMENT F
 050R6800016 - CABLE AND WIRING SERVICES
 FUNCTIONAL AREA I
 PRICE PROPOSAL SUMMARY

SUBTOTAL ON PAGE 4	\$ -
SUBTOTAL ON PAGE 6	\$ -
SUBTOTAL ON PAGE 10	\$ -
TOTAL PRICE PROPOSED	\$ -

Submitted By _____
Authorized Signature Date

Printed Name and Title _____

Company Name _____

Company Address _____

FEIN _____

Telephone _____

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA II
PRICE PROPOSAL

RFP Item (Column A)	Quantity (Column B)	Unit Price (Column C)	Total Price (Column D) B*C=D
Category 1 - Preventive Maintenance			
1) Fully loaded hourly <u>crew</u> rate for locating and marking State owned or utilizing Electrical, Copper and Fiber Optic cables.	1000 hrs.		
2) Fully loaded <u>crew</u> rate for the purchase and installation of the State specified (See Fiber Marker Specifications Attachment K) fiber marker.	50 markers		
3) Fully loaded hourly labor <u>crew</u> rate for the testing of Single Mode and Multi-mode Fiber to include OTDR and/or Power Meter tests as requested. Prepare and provide Soft and Hard copies of the results.	500 hrs.		
Category 2 - Emergency Response (Provide a fully loaded hourly rate for the following labor categories.)			
1) Program Manager	200 hrs.		
2) Project Manager	200 hrs.		
3) Outside Plant Technician	200 hrs.		
4) Fiber Optic Splicer	200 hrs.		
5) Heavy Equipment Operator	200 hrs.		
6) Fiber Locator	200 hrs.		
7) Yearly, fully loaded cost to maintain and respond to outages within the contract requirements as needed for a 5-mile segment of underground 24-count Single mode fiber.	10 segments		
8) Yearly, fully loaded cost to maintain and respond to outages within the contract requirements as needed for a 5-mile segment of underground 24-count Single mode fiber installed in 1 1/4 " plastic conduit.	10 segments		
Category 3 - Relocation and Installation Services			
1) Installation of one 2" conduit utilizing a Directional Boring method at a depth of four (4) feet or better. Price is by the foot and includes material costs and labor.	50,000 ft		
2) Installation of one 2" conduit utilizing a Trenching method at a depth of four (4) feet or better. Price is by the foot and includes material costs and labor.	50,000 ft		
3) Installation of 3 - 1 1/4" conduits utilizing a Directional Boring method at a depth of four (4) feet or better. Price is by the foot and includes material costs and labor.	10,000 ft		
4) Installation of 3 - 1 1/4" conduits utilizing a trenching method at a depth of four (4) feet or better. Price is by the foot and includes material costs and labor.	10,000 ft		
5) Installation of 6" Black Steel Pipe utilizing a Directional Boring method at a depth of six (6) feet or better. Price is by the foot and includes a material costs and labor.	1,000 ft		

ATTACHMENT F
050R6800016 - CABLE AND WIRING SERVICES
FUNCTIONAL AREA II
PRICE PROPOSAL

6) Installation of a steel supporting cable and over lash of a 24 count fiber on to existing utility poles. Price is by the foot and includes materials and labor. Excludes make engineering and make ready costs.	100,000 ft		
7) Cost per utility locating/sub-surface obstacles test pit. Price includes exploration and surface restoration.	200		
8) Installation cost for a 30" x 60" load bearing hand-hole flush in grass. Price includes labor and materials to restore site to original condition.	100		
9) Installation cost for a 4' x 4' x 4' traffic bearing manhole flush to the road surface. Price includes labor and materials to restore road surface to original condition.	25		
GRAND TOTAL PRICE PROPOSED			

Submitted By _____

Authorized Signature _____ Date _____

Printed Name and Title _____

Company Name _____

Company Address _____

FEIN _____

Telephone _____

ATTACHMENT G – PROCUREMENT OFFICER CHECKLIST

RFP	Requirement	Y/N	Remarks
3.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
3.2	Were there an unbound original and three copies of the Vol I- Technical Proposal?		
3.2	Was an electronic version submitted in MS Word format for Vol I enclosed in the original copy of the Tech Proposal?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name, Functional Area proposed and Vol I?		
3.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, Functional Area proposed and closing date/time on outside of the packages? Were tech proposal pages numbered consecutively?		
3.4.1	Was there a letter which transmitted the technical proposal, acknowledged the receipt of addenda and was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?		
3.4.2	Did the Offeror provide a completed Bid/Proposal Affidavit (Atch B—with original of technical proposal only) and completed MBE Forms D-1 and D-2 with original of technical proposal only? Were all the blocks filled in and were the Affidavits signed?		
3.4.3	Were proposals numbered to match numbering in RFP?		
3.4.4	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the tech proposal? Was confidential info identified after title page?		
3.4.5	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
3.4.5	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the contract (Atch A) or any other attachments? (Warning—Exceptions may result in proposal being rejected)		
3.4.5	If there are no exceptions, does the executive summary so state?		
3.4.6	Does Exp & Capabilities info include overview, org chart and 3 references?		
3.4.7	Did the Offeror describe its personnel capabilities and submit resumes?		
3.4.8	Did the Offeror submit PMP/work plan and assumptions?		
3.4.9-13	Did the Offeror submit financial statements, legal actions summary, certificates of insurance, economic benefit factors, and subcontractor info?		

ATTACHMENT H – MERCURY AFFIDAVIT

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.

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.

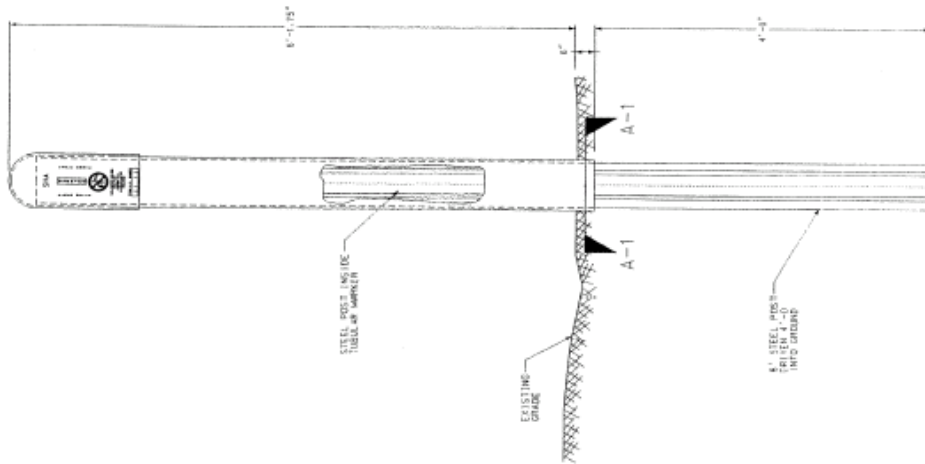
_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

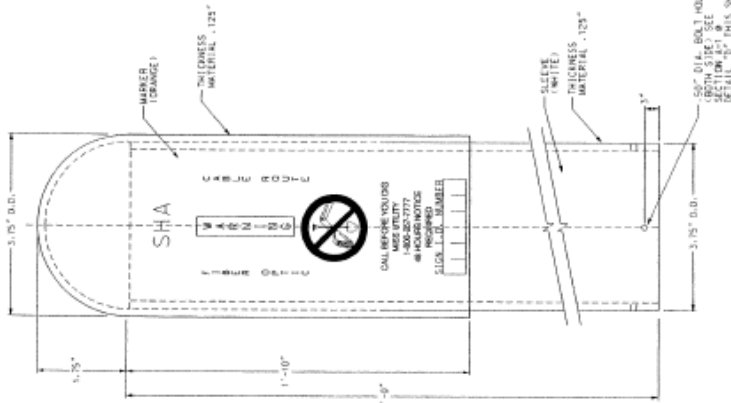
ATTACHMENT I – FIBER MARKER SPECIFICATIONS

TUBULAR MARKER DETAILS

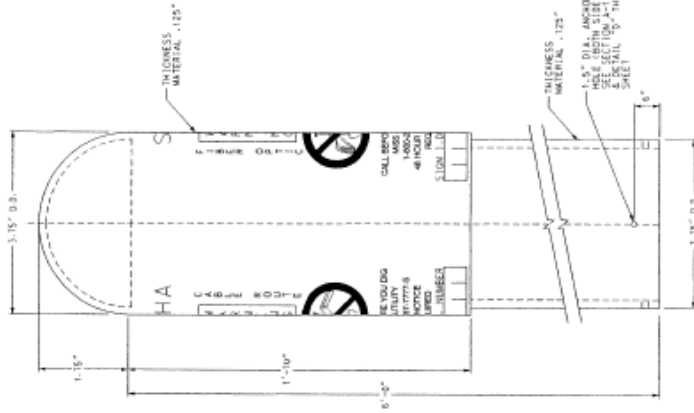
DETAIL A
INSTALLATION VIEW



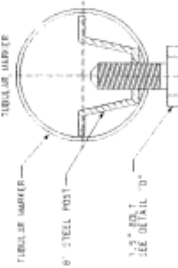
DETAIL B
FRONT VIEW



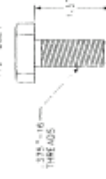
DETAIL C
SIDE VIEW



SECTION A-1



DETAIL D



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REQUIRED