

Request for Proposals

LOCAL TELECOMMUNICATIONS SERVICES

PROJECT NO. 050B8800008



DEPARTMENT OF
BUDGET & MANAGEMENT

Issue Date: September 14, 2007

NOTICE

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

Minority Business Enterprises 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 Joy Epstein.

Title: LOCAL TELECOMMUNICATIONS SERVICES
Project No: 050B8800008

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

LOCAL TELECOMMUNICATIONS SERVICES

PROJECT NUMBER 050B8800008

RFP Issue Date: September 14, 2007

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

Procurement Officer: Joy Epstein
Office Phone: (410) 260-7570
Fax: (410) 974-3274
e-mail: jepstein@dbm.state.md.us

Proposals are to be sent to: Maryland Department of Budget and Management
45 Calvert Street, Room 143
Annapolis, MD 21401
Attention: Joy Epstein

Pre-Proposal Conference: September 27, 2007 10:00 AM
45 Calvert Street, Room 164
Annapolis, MD 21401

Closing Date and Time: October 12, 2007 - 2:00PM 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 and Management (DBM) is issuing this Request for Proposal (RFP) to procure local access telecommunications services for the State of Maryland. The resulting Contracts will provide the State with local services to include: Business Line, Foreign Exchange, Trunk Lines (DID/DOD), ISDN (BRI and PRI), Customer Interface, Network-Based Business Line, DSL, DID number blocks, Diverse Routing and Dual Homing Capability, Switch Re-direct and Remote Call Forwarding Capability, IP Centrex Services, Network Voice Mail, Directory Assistance and Operator Assistance.
- 1.1.2 Maryland consists of four (4) LATAs:
- LATA236 Washington
 - LATA238 Baltimore
 - LATA240 Hagerstown
 - LATA242 Salisbury
- The State has hundreds of locations in which local access is required. At different locations, agencies may require some or combinations of the required services. Customer Provided Equipment includes Single Line Analog stations, 1A2 Key Systems, Electronic Key Systems, Small PBXs and Large PBXs.
- This solicitation will result in a single award per LATA for local access services.
- 1.1.3 Offerors may provide required services as a reseller or provide services directly from their facilities. Offerors will not use the State's private network to provide any services listed within this RFP.

1.2 Abbreviations and Definitions

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

- a. **Agency** – The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP.
- b. **Basic Rate Interface (BRI)** – An ISDN service that is designed for the desktop and runs 144,000 bits per second. Supports a total signaling rate of 144 Kbps, which is divided into two B (Bearer) channels which run at 64 Kbps, and a D (Delta or Data) channel which runs at 16 Kbps.
- c. **Business Line** – A single, voice-grade communications channel that can be used to place or receive calls.
- d. **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us

- e. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- f. **Contract Manager (State CM)** – The State representative who serves as the technical and contract manager for the resulting contract. The State CM monitors the daily activities under the contract and provides technical guidance to the Contractor. The State CM is the only authorized person to place orders with the Contractor.
- g. **Contractor** – The selected Offeror who is awarded a Contract by the State.
- h. **Contractor’s Contract Administrator** – Person designated as the single point-of-contact in the Offeror’s Proposal with the authority and knowledge to resolve customer complaints that are not solely technical in nature on behalf of the Contractor.
- i. **DBM** – Maryland Department of Budget and Management, the agency that has sole authority to commit the State to approve and process orders to the Contractor.
- j. **Direct Inward Dialing (DID)** – The ability to dial inside a company directly without going through the attendant.
- k. **Direct Outward Dialing (DOD)** – The ability to dial directly from an extension without having to go through an operator or attendant.
- l. **Directory Assistance** – Provides the ability to obtain assistance in determining telephone numbers within the local calling area by calling the directory assistance operator. This feature also provides the ability to access a directory assistance operator outside the local calling area.
- m. **Digital Subscriber Line (DSL)** – A family of digital lines being provided by CLECs and local telephone companies to their local subscribers. Such services go by different names and acronyms – ADSL (Asymmetric Digital Subscriber Line), HDSL (High Bit Rate Digital Subscriber Line) and SDSL (Single Pair Symmetrical Services).
- n. **Diverse Routing** – Providing redundancy in a network resulting in protection from catastrophic failure. Several cables and/or fiber follow different routes to the central office from the customer premises.
- o. **Dual Homing** – Providing redundancy in a network resulting in protection from catastrophic failure. Local loops serving the same customer terminate in different central offices.
- p. **Foreign Exchange** – A single, voice-grade communications channel that can be used to provide local telephone service from a central office that is outside the subscriber’s exchange area. Example: Belair exchange to Baltimore City exchange
- q. **Fully Loaded Labor Rates** – Labor Rates provided by the Offeror in Attachment F that contain all direct and indirect cost and profit for the Contractor.
- r. **Grade of Service (GOS)** – The probability that a random call will be delayed, or receive a busy signal under a given traffic load.
- s. **Integrated Services Digital Network (ISDN)** – End-to-end digital connectivity with access to voice and data services over the same digital transmission media.

- t. **Interoperability** – For the purposes of this procurement, defined as the ability of each service contractor to effectively and efficiently transfer all information and control data within its own network, and between its network and those of other service providers, so that a given service operates transparently and without performance degradation.
- u. **IP Centrex** – Internet Protocol telephony solution where Centrex-type service is offered to a customer who transmits its voice to the network as packetized streams across a broadband access facility.
- v. **LNP** – Local Number Portability LNP.
- w. **Local Message Units**- Fixed price per call in a local calling area.
- x. **Local Measured Service**- Price per minute in the local calling area.
- y. **Local Toll Service**- Price per minute in the toll area of the local calling area.
- z. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- aa. **Network-Based Business Line** – Multiple individual voice-grade communication channels, each of which can be used to place calls. Network-based business lines are provided for connection of network –based compatible, State or Contractor provided, station sets to the public switched telecommunications network.
- bb. **Network Voice Mail** – Provides the ability for users to record, store, and retrieve voice messages from the contractor’s facilities.
- cc. **Offeror** – An entity that submits a proposal in response to this RFP.
- dd. **OIT** – Department of Budget and Management Office of Information Technology
- ee. **Operator Assistance** – The ability to obtain assistance of local operator to complete local exchange telephone calls. This feature also provides the ability to access long distance operators.
- ff. **Primary Rate Interface (PRI)** – Designed for telephone switches, computer telephony and voice processing systems. A type of ISDN service that is 1,544,000 bits per second in North America and 2,048,000 bits per second in Europe. It is the ISDN equivalent of a T-1 circuit.
- gg. **Procurement Officer** – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative who can authorize changes to the resulting contract.
- hh. **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.
- ii. **Request for Proposal (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050B8800008, dated _____, including any amendments.

- jj. Telecommunications Coordinator (TC)** – Designated staff, within most agencies, that coordinate and facilitate telecommunication projects, orders, etc. on behalf of the agency. Not all agencies have TCs. The TC is not authorized to place orders directly with the Contractor.
- kk. Trunk Lines** – Voice-grade communication channel(s) that can be used to place and receive calls. Trunks are provided to connect user-provided private branch exchanges (PBX) or Hybrid Key Systems to the public switched telecommunications network. Trunks can be provisioned as either analog or digital.

1.3 Contract Type

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

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of five (5) years, to begin upon execution of the contract by DBM.

1.5 Contract Price Adjustments

The State individual case basis (“ICB”) tariff rates will remain the same or lower throughout the term of the Contract.

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:

Joy Epstein
Maryland Department of Budget and Management
Division of Policy Analysis
45 Calvert Street, Room 143
Annapolis, Maryland 21401
Phone Number: 410-260-7570
Fax Number: 410-974-3274
E-mail: jepstein@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:

Sandra M. Smith
Maryland Department of Budget and Management
Division of Telecommunications

301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Phone Number: 410-767-4649
Fax Number: 410-333-5163
E-mail: ssmith@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 September 27, 2007, beginning at 10:00 AM, in Room 164 , 45 Calvert Street, Annapolis, MD 21401. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized, 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 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 September 24, 2007, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Joy Epstein (410) 260-7570 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 Use of e-Maryland Marketplace

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

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

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 October 12, 2007** 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 Word or 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 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 e-Maryland-marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date 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 Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting a proposal for one, more than one, or all LATA's is not considered a multiple proposal.

1.20 Access to Public Records 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 Access to Public Records Act, Title 10, Subtitle 6, 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 Offerors 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. 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 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

A minimum overall MBE subcontractor participation goal of 5% has been established for the services resulting from this contract.

Each Offeror shall complete, sign and submit Attachment D-1 (Minority Business Enterprise Participation), and D-2 (Minority Business Enterprise Schedule) at the time it submits its technical response to the RFP. Failure of an Offeror to complete and sign Attachment D-1 (Minority Business Enterprise Participation) and D-2 (Minority Business Enterprise Schedule) at the time it submits its technical response to the RFP, will result in the State's rejection of the Offeror's Proposal to the RFP.

Each Contractor once awarded a contract will be responsible for submitting the following forms to provide the State with ongoing monitoring of MBE Participation:

- D-3 (Outreach Efforts compliance Statement)
- D-4 (Subcontractor Project Participation Statement)
- D-5 (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report)
- D-6 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report)

A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive Maryland 21076. The phone number is 410-865-1269. The directory is also available at

<http://www.mdot.state.md.us>. The most current and up-to-date information on Minority Business Enterprises is available via this website.

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 Non-Visual Access

The Contractor shall ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in

this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See COMAR 17.06.02 DMB web site :
http://www.dbm.maryland.gov/portal/server.pt?open=512&objID=277&parentname=CommunityPage&parentid=4&mode=2&in_hi_userid=1332&cached=true

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 the following URL:

<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 procurement, 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 Living Wage Requirement

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment ____ entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each

covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract for LATA's 236 and 238 and Tier 2 for LATA's 240 and 242.

SECTION 2 – SCOPE OF WORK

2.1 Background

2.1.1 The current statewide contract provides the State with local services that include: Business Line, Foreign Exchange, Trunk Lines (DID/DOD) ISDN (BRI and PRI), Point to Point T-1, Customer Interface, Network-Based Business Line, DSL, DID number blocks, Diverse Routing and Dual Homing Capability, Switch Re-direct and Remote Call Forwarding Capability, Network Voice Mail, Directory Assistance and Operator Assistance.

2.2 Purpose/Minimum Provisions

2.2.1 As detailed in its individual case basis ("ICB") tariff for the State as appropriate, the Contractor shall provide local telecommunications service offerings to the State that shall include at a minimum:

1. Business Line
2. FX line
3. Trunks (DID/DOD)
4. ISDN (BRI/PRI)
5. Point to Point T-1
6. Network Based Business Line
7. IP Centrex
8. DSL
9. Operator Assistance
10. Diverse Routing and Dual Homing Capability
11. Switch re-direct and remote call forwarding Capability
12. Directory Assistance. Directory assistance service shall comply with the Americans with Disabilities Act (ADA) of 1994.

13. Operator Assistance

14. Network Voicemail

- 2.2.2 The Contractor shall adhere to all applicable industry standards (e.g., Bellcore, American National Standards Institute (ANSI), FCC, and Electronic Industries Association (EIA)/Telecommunications Industries Association (TIA) for all services to be provided. The exception to these requirements is if a service-specific standard is explicitly specified in the service description. Compliance with the latest versions of standards is required throughout the duration of the contract. Considering the evolving nature of standards in the telecommunications industry, discussions will be held between the Contractor and State on an ongoing basis to assess the effect of these changes. A schedule will be established by the State to implement new standards or changes to existing ones. New implementations and/or changes to maintain conformance with Contractor imposed standards shall be made at no additional cost to the State.
- 2.2.3 Performance. The Contractor shall be responsible for all aspects of service quality, reliability, interconnectivity, and interoperability of services up to the points of interface (demarcation point). Performance parameters shall meet or exceed the following:
- A) The grade of service (GOS) of blockage at any location shall not exceed 3 percent for access, 3 percent for egress, and 1 percent for transport. The GOS shall be determined using the State location's average monthly business day busy hour traffic data. The Preston Street Complex Location Group is just one example of a State's location which would require monthly statistics for GOS. The State requires all locations and location groups to be included in monthly statistics.
 - B) The availability of acquired services shall be at least 99.5 percent.
- 2.2.4 The Contractor shall have a plan for ensuring full interoperability among networks, services, and features. Partial interoperability is unacceptable. The service Contractor's capabilities must include, but are not limited to, interoperation with the public switched network (PSN) and any other network or system that is interoperable with the PSN.
- 2.2.5 The local access services shall be generic. Any extra dialing would be a function of the hardware.
- 2.2.6 The Contractor shall provide network intercept to recorded announcements as an inherent network capability when a call or call-attempt cannot be completed. At a minimum, such announcements shall be provided for the following conditions: number disconnected, number reassigned, partial dial, incorrect number of digits dialed, time-out during dialing, network congestion, denial of access to features, and other related conditions.

2.3 General Requirements

- 2.3.1 The Contractor shall identify all subcontractors and shall include a complete description of their role. The Contractor shall strive to maintain the subcontractors as originally proposed to the State. Any changes or additions by the Contractor of their subcontractors shall be pre-approved by the State CM.
- 2.3.2 The Contractor shall be responsible for all work performed by its Subcontractor(s).
- 2.3.3 The Contractor's work shall be executed in such a manner that it does not disrupt day-to-day functions of the Agency or cause any unauthorized disruptions to existing telecommunications

services. Therefore, the Contractor shall schedule on-site work through State designated site contacts.

2.4 Transition Plans

The Contractor shall have within the contract LATA, their transition in and transition out plans for all local access networks.

2.5 Security Requirements

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

2.5.2 Security of Contractor's Infrastructure

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

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

2.5.3 Physical Security for designated high security facilities:

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. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

2.5.3.2 Security Clearance:

A. The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. 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 covered by this Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract and shall be completed within four (4) months of Contract award.

B. The Contractor shall provide certification to the Department that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employee assigned to this Contract has successfully passed this check. The Department 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. Each 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): 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 of tools, equipment, etc. 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.

- D. 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 Order Fulfillment Process

Ordering/Cancellation Process-

The contractor shall have an ordering procedure, with will consist of:

A web-enabled service order tracking system. This system shall provide the capability to determine the status of service orders from order request to order completion via an audit trail.

The State currently has the need to fax purchase orders directly to the Contractor.

The Contractor shall confirm in writing the description of the service, service order number, delivery date, telephone number, circuit I.D., and related information.

2.7 Procedure for Adding a Local Access Service Offering

New Local Access Service Offerings throughout the life of this contract can be affected only by contract modification approved by DBM.

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

2.9 Service Center Capabilities and Reporting Procedures

Service Center Capabilities

The Contractor shall have Service Centers with remote maintenance capability, staffing, security and premises protection ratings (state if they are not applicable). The State reserves the right to inspect the Contractor's Service Center(s) prior to award.

Contractor shall have a procedure for standard trouble reporting and escalation of all trouble tickets to include the following:

Minimum content:

- Emergency call information protocol
- 24-hour staffed service center
- Dedicated Service Manager
- Problem reporting process – manual and web-enabled

- Service response time
- Escalation process

2.10 Disaster Recovery

The Contractor shall have a Disaster Recovery Plan for restoring Network Outages.

2.11 Staffing Requirements

2.11.1 The Contractor shall assign individual staff to perform the following functions. These staff are considered key personnel.

- A. **Contract Administrator** - Serves as the central point of contact on behalf of the Contractor. Responsibilities of this function include, but are not limited to acting as liaison between the Contractor and the State on all service order related matters, including receiving Purchase Orders from the State for distribution to appropriate Contractor personnel, authority to commit the Contractor's staff, and providing any necessary remediation plans. The Contract Administrator is responsible for complete end to end provisioning of service orders.
- B. **Billing Administrator** – Serves as the single point of contact for all billing questions and issues. Responsibilities of this function include, but are not limited to promptly answering billing questions, researching and correcting billing issues and problems, and providing knowledge and expertise regarding any billing question.
- C. **Service Center Supervisor** – Manages the Contractor's Service Center staff. Responsibilities of this function include, but are not limited to handling escalated service issues and problems.
- D. **Service Manager** – Serves as the single point of contact for the State during major, chronic and critical outages. Service Manager also serves as a technical resource to the State.

2.11.2 Availability of Key Personnel. The Contractor shall ensure the identified key personnel will be available to perform Contract requirements. Contractor key personnel shall not be reassigned to another task without prior written concurrence of the State's CM. If any key personnel leave the employment of the Contractor, the replacement must have equal or better qualifications and be approved by the State's CM. The Contractor shall replace key personnel within 5 business days of departure of the then current key personnel.

2.11.3 Substitution of Key Personnel. The Contractor may not substitute key personnel, other than by reason of an individual's death, termination of employment, or for a sudden incapacitating illness that is projected to last more than 5 days, etc. without prior written approval of the State. The State CM's approval will not be unreasonably withheld. To replace any key Personnel specified in the Contract, the Contractor shall submit resumes of the proposed substituted personnel, specifying the intended job function, to the State CM. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the State CM. The State CM will arrange for the interview of the substitution personnel. After interviewing, the State CM will notify the Contractor in writing

of the acceptance or denial of the requested substitution. The Contractor shall replace key personnel within 15 business days of departure of the then current key personnel.

2.12 Training and Documentation

The Contractor shall provide training and documentation to designated State employees as needed and requested by the State, not to exceed once per quarter. The State estimates training to be restricted to two to ten employees per agency.

2.13 Reports and Meetings

Monthly Meetings to be scheduled after award.

A. Status/Service Meetings

For each monthly meeting, the Contractor shall submit an electronic status report, itemizing all transactions between the State and the Contractor for the prior month, the planned activities and accomplishments for the current month and any issues that require the attention of the State CM or DBM upper management with a proposed solution. Attendees for these monthly meetings shall include but not be limited to account manager, regional manager, service manager, project manager, business office manager, and contract manager.

B. MBE reports

For each monthly meeting, the Contractor shall submit the required MBE forms, D5, and D6 as specified in section 1.25 of the RFP.

2.14 Invoicing

Contractors shall have invoicing procedure and samples with its proposal.

Minimum content

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

2.15 Insurance

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

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

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 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 (30) 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.

The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Department with the same documentation as is required of the Contractor.

2.16 Individual Cass Basis (ICB) Tariff

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

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in separate volumes and LATAs:

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

The Offeror shall indicate in the Executive Summary each LATA for which services are proposed. Offerors must prepare separate financial proposals for each LATA proposed. However, if Offeror is proposing for more than one LATA, only one complete, technical proposal is necessary, with any variations necessary to complete a response for each additional LATA proposed. Offerors may provide abbreviated technical proposals, citing any changes from the complete technical proposal, and submit for each subsequent LATA proposed.

3.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer. 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, 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 – LATA ____ and Volume II-Financial Proposal – LATA _____. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), LATA number 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”).

In addition to completing appropriate LATA price sheets completely, all tariff pricing applicable to this RFP shall be submitted in a separate attachment.

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. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

3.4.2 Required Submissions to be Submitted by Offeror:

- A. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Insurance Certificate
- C. MBE forms, D1 and D2
- D. Living Wage Attachment G

3.4.3 Format of the complete 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.

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 also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Exceptions to terms and conditions may result in having the proposal 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 local telecommunications services. 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:

- 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;
- a comprehensive description of the Offeror's experience in supplying and maintaining the proposed services requested by this RFP;
- technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of proposed services
- the number of clients and geographic locations the Offeror currently serves; and,
- implementation of similar services.

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 services 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
- C. As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:
 - The State contracting entity
 - A brief description of the services/goods provided
 - The dollar value of the contract
 - The term of the contract
 - The State employee contact person (name, title, telephone number and if possible e-mail address)
 - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

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

3.4.7 Personnel

The Offeror shall describe its personnel capabilities in compliance with Section 2.11.

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

The Contractor shall submit plans and address the following areas of Section 2.

- A. Purpose/Minimum Provisions (Section 2.2)
- B. Transition Plan (Section 2.4)
- C. Security Plan as outlined (Section 2.5)
- D. Ordering Fulfillment Process (Section 2.6)
- E. Service Center Capabilities and Reporting Procedure (Section 2.9)
- E. Disaster Recovery as outlined in section 2.10
- F. Invoicing (Section 2.14)

3.4.9 Financial Capability and Statements

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

3.4.10 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the minimum coverage defined in section 2.15.

3.4.11 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.

3.4.12 Subcontractor(s)

Offerors shall identify subcontractor(s), including MBE contractor(s), and the role these subcontractor(s) will have in the performance of the Contract. (Section 1.21).

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 Contractor shall submit an original unbound copy, three (3) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. Complete the model price sheets which will be used for evaluative purposes.

In addition to providing model pricing, offerors shall provide their “ICB” pricing for all services listed in the Scope of Work for this RFP.

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

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 are more important than price.**

4.2 Technical Criteria

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

1. Approach to satisfying the Work Requirements (Ref. Section 3.4.8),
2. Offeror Experience and Capabilities (Ref. Section 3.4.6),
3. Personnel Proposed (Ref. Section 3.4.7), and (Subcontractors Ref. Section 3.4.12)
4. Economic Benefit Factors. (Ref. Section 3.4.11).

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines.

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 more important than price factors. One vendor per LATA will receive an award.

ATTACHMENT A –Local Access Contract

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

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

Definitions

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

- 1.2 “Contract” means this Contract for Hardware and Associated Equipment and Services.
- 1.3 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.4 “Contract Manager” means the individual identified in section 1.7 of the RFP or a successor designated by the Department.
- 1.5 “Department” means the Maryland Department of Budget and Management.
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.7 Installation means transferring manufacturer’s electronic media to computer systems so that the Hardware and Associated Equipment and Services will provide the features and functions generally described in the User Documentation.
- 1.8 “Purchase Order (PO)” authorizes Contractor to proceed with delivery of products and/or any services requested via a PORFP.
- 1.9 “PORFP” means Purchase Order Request for Proposals.
- 1.10 “Procurement Officer” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.
- 1.11 “RFP” means the Request for Proposals for Hardware and Associated Equipment and Services, No. 050B8800008 dated March 19, 2007 and any amendments thereto issued in writing by the State.
- 1.12 “Hardware and Associated Equipment and Services” means those services described in Section 2 of the RFP.
- 1.13 “State” means the State of Maryland.
- 1.14 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide Local Access, Training and Installation and/or Manufacturer's Extended Warranty, for the State as described in RFP. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through G, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A - The RFP.

Exhibit B- Purchase Order (when executed).

Exhibit C - The Technical Proposal.

Exhibit D- The Financial Proposal.

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

2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Article 10, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

The Contractor shall provide services in accordance with this Contract. The term of this Contract is for a period of about five (5) years, beginning on January 1, 2008 and ending December 31, 2012 unless terminated earlier as provided in this Master Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract and any PO, the Department shall pay the Contractor in accordance with the not-to-exceed rates and terms of Exhibit C, Contractor's Financial Proposal. POs 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 PO without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under POs issued on a fixed price basis shall be limited to the price specified in the PO, regardless of the actual cost to the Contractor.

4.2 Invoices must be provided in the format and on the schedule identified in the PORFP. Each invoice must reflect the Contractor's federal tax identification number, which is _____. The Contractor's eMM identification number is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

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

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

6. Rights to Records

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

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

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

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

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

7. Confidentiality

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

the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8. 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.

9. Non-Hiring of Employees

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

10. Disputes

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

11. Maryland Law

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

12. Nondiscrimination in Employment

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

13. Contingent Fee Prohibition

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

14. Nonavailability of Funding

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

15. Termination for Cause

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

16. Termination for Convenience

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

17. Delays and Extensions of Time

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

18. Suspension of Work

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

19. 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.

20. Financial Disclosure

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

21. Political Contribution Disclosure

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

22. Retention of Records

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

23. Compliance with Laws

The Contractor hereby represents and warrants that:

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

24. Cost and Price Certification

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

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

25. Subcontracting; Assignment

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

Any such subcontract or assignment shall include the terms of sections 8, and 10 through 23 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

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

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

26.3 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.

26.4 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.

27. Administrative

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

27.2 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: State of Maryland
Department of Budget & Management
Division of Procurement Policy and Administration
45 Calvert Street
Annapolis, MD 21401-1907

If to the Contractor: _____

28. Risk of Loss; Transfer of Title.

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

29. 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.

30. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

C. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of

Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Patents, Copyrights, Intellectual Property

31.1 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.

31.2 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 shall 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 that 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 31.3 below.

31.3 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 options 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.

32. 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.

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

CONTRACTOR

MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT

_____(Seal)_____
By:

By:

Date

Date

Witness/Attest

Witness

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

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B - Bid/Proposal Affidavit

(Authorized Representative and Affiant)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the 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;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in 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):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

- Neither I, nor to the best of my knowledge, information, and belief, the above business has:
- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
 - (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

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.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT C - Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affiant)

ATTACHMENT D- MINORITY BUSINESS ENTERPRISE PARTICIPATION

STATE OF MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) participation goal stated in the Invitation for Bids (IFB) or Request for Proposals (RFP). MBE performance must be in accordance with this Attachment, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MINORITY BUSINESS ENTERPRISE INSTRUCTIONS AND FORMS

A. MBE Participation Goals and sub-goals

The Contractor shall achieve the MBE subcontracting goal and any sub-goals established for this contract, by subcontracting to one or more MDOT-certified Minority Business Enterprises a sufficient portion of the contract's scope of work that results in total MBE payments that meet or exceed the MBE participation goal.

If awarded the Contract:

- A prime contractor – including an MBE or certified Small Business Reserve (SBR) prime contractor – must accomplish an amount of work not less than the MBE participation goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE participation goal with certified MBE subcontractors.

B. Solicitation and contract formation

1. Reporting Instructions for Submission of Bid or Offer:

- a. The bidder or offeror must **include the following reports 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 specific percentage (not range) or dollar amount of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. **Attachment D-2 shall become part of the final contract, therefore, any changes (additions and/or deletions) must be submitted to the Procurement Officer in writing for approval.**

NOTE: The failure of an offeror to complete and submit the MBE Utilization Affidavit and the MBE Participation Schedule shall result in a determination that the proposal is not susceptible of being selected for award.

- 3) **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.
 - a) Outreach Efforts Compliance Statement (**Attachment D-3**)
 - b) Subcontractor Project Participation Statement (**Attachment D-4**)
 - c) 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.
 - d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

NOTE: 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.

C. CONTRACT ADMINISTRATION REQUIREMENTS:

Prime Contractor shall:

1. **Attachment D-5:** Submit monthly to the Department/Agency a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the PORFP Agreement, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached.
2. **Attachment D-6:** Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department/Agency a report that identifies the prime contract and lists all payments received from the Master Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached.

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.

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. Master 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. **COMAR 21.11.03.13F**: A procurement agency may, upon completion of a contract, and before final payment and/or release of retainage or both, require that a prime contractor on any contract having an MBE subcontract goal, submit a final report, in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

These attachments must be submitted with technical response to the RFP:

ATTACHMENT D-1 – *Certified MBE Utilization and Fair Solicitation Affidavit*

ATTACHMENT D-2 - *MBE Participation Schedule*

These attachments must be submitted within 10 days after notification of apparent award of contract:

ATTACHMENT D3 - *Outreach Efforts Compliance Statement*

ATTACHMENT D-4 - *Subcontractor Project Participation Statement*

These attachments must be submitted on a monthly (by the 15th) basis after award of contract or as otherwise directed:

ATTACHMENT D-5 - *Prime Contractor Unpaid MBE Invoice Report*

ATTACHMENT D-6 - *Subcontractor Paid/Unpaid MBE Invoice Report*

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submission 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. _____, I affirm the following:

1. Commitment to MBE Participation Goal or Request for Waiver (check applicable box):

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____percent, and specified sub goals, however, I intend to exceed the overall goal by achieving an MBE participation goal of _____percent and exceed the sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. 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 (to include percentage of total contract) of each certified Minority Business Enterprise by completing and submitting the MBE Participation Schedule (Attachment D-2) with the bid or proposal.*

3. *I acknowledge that the MBE subcontractors/suppliers listed on the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that is included in the contract.*

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 Request 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. To include copies of subcontract agreement or agreements if requested

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

(must be submitted with the technical response to the 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 Specific Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<i>A. Specific Work To Be Performed/NAICS</i>	
<i>B. Specific Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific 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
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Specific Work To Be Performed/NAICS	
Specific Percentage of Total Contract	

ATTACHMENT D-3
OUTREACH EFFORTS COMPLIANCE STATEMENT
(for submission within 10 days after notification of apparent award)

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

1. Bidder/ Offeror took the following efforts to identify subcontracting opportunities 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
(for submission within 10 days after notification of apparent contract award)

SUBMIT ONE FORM FOR EACH MBE
LISTED ON THE MBE PARTICIPATION SCHEDULE

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

Solicitation No. _____, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, **intend to enter into a contract by which subcontractor shall:**
(This is not a subcontract agreement. A written copy of subcontractor agreement(s) shall be made available to Procurement Officer upon request)

(Describe specific work) _____

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

By: _____

By: _____

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

This form is to be completed monthly by the prime contractor.

ATTACHMENT D-5
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ 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:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:25%; text-align: center;"><u>Invoice#</u></th> <th style="width:25%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:35%; text-align: center;"><u>Invoice #</u></th> <th style="width:25%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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Total Dollars Unpaid: \$		_____																																					

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Liaison Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 st Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us

Signature: _____ (Required) Date: _____

This form is to be completed monthly by the prime contractor.

ATTACHMENT D-5
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
 Minority Business Enterprise Participation
 Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were performed. Note: Please number reports in sequence.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subcontractor Name:																																					
MDOT Certification #:																																					
Contact Person:																																					
Address:																																					
City:	State: Maryland	ZIP:																																			
Phone:	FAX:	Email:																																			
Subcontractor Services Provided:																																					
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:40%; text-align: center;"><u>Invoice #</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Invoice #</u>	1.			2.			3.			4.			Total Dollars Paid: \$	_____		List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:40%; text-align: center;"><u>Invoice #</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$</td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Invoice #</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$	_____	
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Total Dollars Unpaid: \$	_____																																				
Prime Contractor:		Contact Person																																			

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Liaison Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 st Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us

Signature: _____ Date: _____
 (Required)

ATTACHMENT E- Pre-Proposal Conference Response Form

Project No. 050B8800008

Project Title: **Local Access**

A pre-proposal conference will be held on September 27, 2007, 10:00 AM. Registration begins at 9:30 AM and the meeting will begin promptly at 10:00 AM local time at:

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

Please mail, email, fax or return this form in person by 1:00 PM on September 24, 2007 advising whether or not you plan to attend this Conference.

Email or fax this form to the Procurement Officer:

Joy Epstein
E-mail: jepstein@dbm.state.md.us
Fax: 410-974-3274

Please indicate:

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

1.

2.

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

_____ No, we will not be attending.

Company/Firm/Offeror Name

Contract Name & Telephone

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 model 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 as a Model for evaluation purposes.

- A) All Unit/Extended Prices must be clearly entered with dollars and cents, e.g., \$24.15.
- B) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- C) 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.
- D) Every blank in the price sheet shall be filled in.
- E) Except as instructed on the forms, nothing shall be entered on the forms that alters or propose conditions or contingencies on the prices or percentages.
- F) 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.
- G) Offerors are required to provide a complete listing of all “ICB” tariff prices in response to the services requested in this RFP in an attachment to the price sheets.

Washington LATA236 Pricing Model- Used for Evaluative Purposes

Washington LATA236				
Address: Rockville District Court 27 Court House Square Rockville, MD 20850-2325				
Service	Quantity	Monthly Unit Price	Installation One Time Charges	Total
A	B	C	D	E
ISDN PRI 23B+D	2			
Feature Package	2			
Call-by-Call	2			
Digital Trunk Connections	46			
DID Number Blocks	10			
Combination copper Trunks	16			
Network Based Business Lines	4			
POTS lines	1			
Local Message Units	1,000			
Local Measured Service(minutes)	10,000			
Local Toll Service(minutes)	10,000			
Fully Loaded Labor Rates	100			
Surcharges				
Total for LATA 236=E				

For Services which have both monthly and installation charges use the formula below:

Calculate $B \times C + B \times D = E$

For Services which have an installation charge only use the formula below:

Calculate $B \times D = E$

Submitted By:

Authorized Signature

Date

Printed Name and Title

Company Name

Company Address

FEIN Number

Telephone Number

Baltimore Price Model-For Evaluative Purposes

Baltimore LATA238				
Address: 301 Preston Street Baltimore MD 21201				
Service	Quantity	Monthly Unit Price	Installation- One Time Charges	Total
A	B	C	D	E
ISDN PRI 23B+D	30			
Feature Package	30			
Call-by-Call	30			
DID Number Blocks	500			
Combination Copper Trunks	64			
Network Based BusinessLines	1000			
POTS Lines	3000			
Measured Service Units	100,000			
Local Measured Service(minutes)	10,000,000			
Local Toll Service(minutes)	400,000			
Federal Line Charges				
Surcharges				
Fully Loaded Labor Rates	100			
Total for LATA 236=E				

For Services which have both monthly and installation charges use the formula below:
Calculate $B \times C + B \times D = E$

For Services which have an installation charge only use the formula below:
Calculate: $B \times D = E$

Submitted By:

Authorized Signature Date

Printed Name and Title

Company Name

Company Address

FEIN Number

Telephone Number

Hagerstown Price Model- For Evaluative Purposes

Hagerstown LATA240				
Address:Roxbury Correctional Institute 18701 Roxbury Rd. Hagerstown, MD 21746				
Service	Quantity	Monthly Unit Price	Installation- One Time Charges	Total
A	B	C	D	E
ISDN PRI 23B+D	2			
Feature Package	2			
Call-by-Call	2			
ANI Delivery	2			
Digital Trunk Connections	46			
Point to Point T-1	2			
18800 Roxbury Rd-18601 Roxbury Rd				
DID Number Blocks	15			
Combination Copper Trunks	17			
POTS lines	2			
Network Based Business Lines	2			
Local Message Unit	500			
Local Measured Service(minutes)	1,000			
Local Toll Service(minutes)	5,000			
Federal Line Charges				
Surcharges				
Fully Loaded Labor Rates	100			
Total for LATA 236=E				

For Services which have both monthly and installation charges use the formula below:
Calculate $B \times C + B \times D = E$

For Services which have an installation charge only use the formula below:
Calculate: $B \times D = E$

Submitted By:

Authorized Signature

Date

Printed Name and Title

Company Name

Company Address

FEIN Number

Telephone Number

Salisbury Price Model- For Evaluative Purposes

Salisbury LATA242				
Address:201 Baptist St. Salisbury, MD 21801				
Service	Quantity	Monthly Unit Price	Installation- One Time Charges	Total
A	B	C	D	E
ISDN PRI 2B+D	2			
Feature Package	2			
Call-by-Call	2			
ANI Delivery	2			
Digital Trunk Connections	46			
DID Number Blocks	25			
Combination Copper Trunks	17			
Network Based Business Lines	20			
Local Message Unit	1,500			
Local Measured Service(minutes)	2,000			
Local Toll Service(minutes)	7,000			
Federal Line Charges				
Surcharges				
Fully Loaded Labor Rates	100			
Total for LATA 236=E				

For Services which have both monthly and installation charges use the formula below:
Calculate $B \times C + B \times D = E$

For Services which have an installation charge only use the formula below:
Calculate: $B \times D = E$

Submitted By:

Authorized Signature

Date

Printed Name and Title

Company Name

Company Address

FEIN Number

Telephone Number

ATTACHMENT G –Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (D) services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

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

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. _____

Offer/Bid submitted by (name of firm)_____

Address_____

City_____ State_____ Zip Code_____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

The Bidder/Offeror agrees to pay employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reasons:_____

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date