

State of Maryland
Maryland Department of Budget and Management
Office of Information Technology

Project No. DBM 050R5800009



**STATE OF MARYLAND
PBX EQUIPMENT, SOFTWARE, SERVICES AND MAINTENANCE**

Request for Proposals

Issue Date: July 13, 2004

NOTICE

Prospective Offerors who have received this document from the Department of Transportation'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 Gisela Blades.

Title: STATE OF MARYLAND PBX SOFTWARE, EQUIPMENT, SERVICES AND MAINTENANCE
Project No: DBM 050R5800009

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

PBX EQUIPMENT, SOFTWARE, SERVICES AND MAINTENANCE

PROJECT NUMBER DBM 050R5800009

RFP Issue Date: July 13, 2004

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

Procurement Officer: Gisela Blades
Office Phone: (410) 260-7678
Fax: (410) 974-3274
e-mail: gblades@dbm.state.md.us

Proposals are to be sent to: Maryland Department of Budget and Management
45 Calvert Street, Room 119
Annapolis, MD 21401
Attention: Gisela Blades

Pre-Proposal Conference: July 28, 2004 10:00AM
Maryland Department of Budget and Management
45 Calvert Street Room 164 A and B
Annapolis, MD 21401

Closing Date and Time: August 24, 2004 - 2:00 PM Local Time

NOTE

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Budget and Management, Division of Telecommunications is issuing this Request for Proposals (RFP) to secure a cost effective means to purchase:

- 1) NEC PBX equipment, software, and service for upgrades and/or additions to existing PBX systems;
- 2) Maintenance for existing PBX systems and peripherals, including any upgrades and/or additions purchased under the resulting contract;
- 3) Wiring and cabling services for the upgrades and/or additions; and,
- 4) Engineering Solutions Support.

1.1.2 The State intends to obtain goods and services, as specified in this Request for Proposals (RFP), by means of a contract between the successful Offeror and the State. However, the State makes no guarantee that it will purchase any equipment or services from any resulting contract. This contract will not be construed to require the State to procure exclusively from the awarded Contractors. The State reserves the right to procure services from other sources when it is in the best interest of the State to do so and without notice to the Contractor.

1.1.3 The State Department of Budget and Management will manage the Contract resulting from this RFP, but equipment and services will be purchased by individual State agencies, counties, municipal, etc. and other non-State governments or agencies.

1.2 Abbreviations and Definitions

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

- a. **ACD** – Automatic Call Distributor. A specialized phone system originally designed simply to route an office’s incoming calls to all available personnel so that calls are evenly distributed.
- b. **After Hours** – The time period outside of Normal State business hours (8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays) Any work outside normal State business hours is identified as after hours.
- c. **Agency** – The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP.
- d. **Auxiliary Equipment** - Bells, buzzers, modems, lights, door answering and opening circuits, paging, and similar equipment
- e. **Catastrophic Failure** – A total disruption of service when one hundred percent (100%) of the calls cannot be processed.
- f. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.

- g. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- h. **Contractor** – The selected Offeror who is awarded a contract by the State.
- i. **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.
- j. **Cut-over** – Physical changing of lines from one phone system to another, or the installation of a new system.
- j. **DBM** – Maryland Department of Budget and Management.
- k. **Fixed Hourly Labor Category Rates** – Fully loaded hourly rates by labor category established in the Contract that include all direct and indirect costs and profit for the Contractor.
- l. **Fully Loaded** – A billing rate that includes all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered general and administrative costs, routine travel costs, and other costs which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping cost which cannot be directly attributable to a single Purchase Order.
- m. **ISDN** – Integrated Services Digital Network.
- n. **IVR** – Interactive Voice Response.
- o. **Lightning Protection** – The protector block between inside and outside plant providing protection against hazardous voltages, currents, or lightning surges and strikes that exceeds 600 volts.
- p. **LEC** - Local Exchange Carrier.
- q. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- r. **MAC** – Moves/Adds/Changes.
- s. **Major Malfunction** – Shall be defined as, but not limited to, an occurrence of any or all of the following:
 - 1) A failure of the system, its common equipment or power supply that renders it incapable of performing its normal functions.
 - 2) A failure of any or all of the equipment (if supplied) which prevents the attendant(s) from handling incoming or outgoing calls.
 - 3) A failure of 50% or more of the central office lines to function as they are normally intended.
 - 4) A disruption that renders critical components of the system inoperative to such an extent that twenty percent (20%) or more of the calls cannot be processed or system administration cannot be accomplished.
- t. **MBE** – Minority Business Enterprise.

- u. **MDF** – Main Distribution Frame.
- v. **Minor Malfunction** – A disruption that renders equipment out of service and the malfunction does not impact system administration or when less than twenty percent (20%) of the calls are not being processed.
- w. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays (Reference <http://www.dbm.maryland.gov/DBM%20Taxonomy/Employee%20Services/holidays2004.html>).
- x. **Offeror** – An entity that submits a proposal in response to this RFP.
- y. **OIT** – Department of Budget and Management Office of Information Technology.
- z. **PBX** – Private Branch Exchange.
- aa. **PMP** – Project Management Plan.
- bb. **Purchase Order (PO)** - Issued from Maryland’s FMIS system by the Department of Budget and Management, which is a binding agreement between the State and the Contractor for items or service identified at the specified price.
- cc. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number DBM 050R5800009, dated July 13, 2004, including any amendments.
- dd. **UAT** – User Acceptance Testing

1.3 Contract Type

The Contract that results from this RFP shall be a Fixed Price Contract with indefinite quantities in accordance with COMAR 21.06.03.02 and 21.06.03.06 for selected services. The Contract shall also provide for time and material pricing in accordance with COMAR 21.06.03.05 for selected services.

1.4 Contract Duration

The contract resulting from this RFP shall be for a period of three (3) initial years, with two (2) one (1)-year options to extend. The contract period shall begin upon the later of execution by the State or January 1, 2005 and will end on December 31, 2007. Prior to the expiration of the initial term of the contract or any subsequent renewals, the Department shall have two (2) unilateral, unconditional options to extend the contract for one year. If all options are exercised at the discretion of the State, the total contract term will be five (5) years.

1.5 Contract Price Adjustments

1.5.1 Price Adjustment

Prior to the expiration of the base term of the contract, and for each renewal option thereafter, the Contractor shall be entitled to an adjustment to the hourly labor rates for services. At least fifteen (15) calendar days prior to the expiration of the base term of the contract and any renewal option, the State

shall advise the Contractor of the permitted percentage adjustment for each hourly labor rate. The adjustment shall be based on the change in the Consumer Price Index as described in paragraph 1.5.2.2 below but the maximum annual increase or decrease shall be limited to 5% of the current hourly labor rate. The sequence of actions to implement a price adjustment is as follows:

- 1.5.1.1 At least ninety (90) calendar days prior to the expiration of the base term of the contract and any renewal option, the Contract Manager shall advise the Contractor of the allowable percentage adjustment that may be applied for each labor rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. In the event the calculation exceeds five percent (5%), the maximum contract period increase shall be limited to five percent (5%) of the current contract prices (or subsequently adjusted prices beyond the initial term labor rates).
- 1.5.1.2 Within fifteen (15) calendar days of the receipt of the State’s notice of adjustment, the Contractor shall submit a schedule of revised labor rates to the Contract Manager if it wishes to obtain a rate increase. In the event the CPI for the measured period is negative, the Contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the Contractor shall have the option of keeping existing contract prices or changing to any price up to the maximum allowable percentage increase.
- 1.5.1.3 The adjustment will be calculated as a percentage resulting from the change in the index for the most recent thirteen (13) months beginning from the most current month available as posted by the BLS.
- 1.5.1.4 The revised labor rate schedule shall be used for billing effective the first day of the renewal period of the contract.

1.5.2 Consumer Price Index Information:

- 1.5.2.1 The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI-All Urban Consumers for:
 - Area: U.S. City Average, Not Seasonally Adjusted
 - Item: All Items
 - Series ID: CUUR0000SAO
 - Base Period 1982-1984 = 100

1.5.2.2 The following example illustrates the computation of percent change:

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

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

1.6 Procurement Officer

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

Gisela Blades
Maryland Department of Budget and Management
Division of Policy Analysis
45 Calvert Street, Room 119
Annapolis, Maryland 21401
Phone Number: 410-260-7678
Fax Number: 410-974-3274
E-mail: gblades@dbm.state.md.us

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

1.7 Contract Manager

The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. The State Contract Manager 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 July 28, 2004, beginning at 10:00 am, in conference room 164 at DBM, 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. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM on July 26, 2004, all potential Offerors planning to attend, return the Pre-

Proposal Conference Response Form or call Gisela Blades at (410) 260-7678 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 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 six (6) bound copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on August 24, 2004 in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format shall be enclosed with the original Technical Proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format shall 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 21.05.03.02F, proposals received by the Procurement Officer after the due date, on August 24, 2004 at 2:00 PM (local time) will not be considered.

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

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

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

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

1.14 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 shall 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.

1.20 Access to Public Records Act Notice

An Offeror should 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 Offeror shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, shall be identified and a complete description of their role relative to the proposals shall be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.25 below. If an Offeror that seeks to perform or provide the services required by this RFP is the 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 shall 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 shall 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 shall be provided within five (5) business days notification of proposed contract award.

1.25 Minority Business Enterprises

A minority business enterprise subcontractor participation goal of 35% has been established for this solicitation. Included within this requirement is a sub-goal of 14% for certified woman owned businesses and 10% for certified African-American owned businesses. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, MD 21076. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.26 Arrearages

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

1.27 Procurement Method

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

1.28 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it shall 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 Bid Bond

A bid bond or other suitable security in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) shall be submitted with the Offeror’s Technical Proposal. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

"Acceptable security for bid, performance, and payment bonds is limited to:

- (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- (4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer”

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. Attachment H is the bid bond form satisfactory to the State.

1.31 Performance Bond

The successful Offeror must submit an annually renewable Performance Bond (see Attachment I), or other suitable securities as identified within COMAR 21.06.07, in the amount of One Million Dollars (\$1,000,000) for the period of the contract award. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The Offeror shall deliver the Performance Bond or other suitable security to the State within 5 days of recommendation for contract award. A letter must be submitted from a bonding company with the Technical Proposal providing evidence that the Offeror is capable of securing the performance bond required. Acceptable security for bid, performance, and payment bonds is limited to:

- (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- (4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

The initial Performance Bond, which shall be effective upon the award of the Contract, and all subsequent Performance Bonds shall automatically renew unless the Department receives written notice of non-renewal from the issuer of the Performance Bond at least one hundred twenty (120) day before the expiration of the ten-effective Performance Bond. In the event the Department receives a notice of non-renewal, the Contractor must provide the Department with a substitute Performance Bond for the next Contract year, substantially in the form of RFP Attachment I, at least ninety (90) days prior to the expiration of the Performance Bond then in effect. Failure by the Contractor to provide a substitute Performance Bond shall authorize the Department to find the Contractor in default which will result in termination of the contract.

If another form of security is used, the other form of security must be on the same terms: it is effective upon award of the Contract, renews automatically, contains the same provisions regarding failure to renew, notice to the State and provision by the Contractor of substitute security, and authorizes the Department to find the Contractor in default which will result in termination of the contract.

1.32 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFDA). MSBDFDA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFDA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFDA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, a business shall first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFDA. The applicant shall employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, shall not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-6931

1.33 Non-Visual Access

By submitting a proposal, the Offeror warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware

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

1.34 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the attached form 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>>

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

For the purposes of an information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the Contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

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

SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

Offerors shall clearly demonstrate and document within the Executive Summary of its Technical Proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

2.1 Statement of Manufacturer Support

2.1.1 All Offerors shall be authorized by the manufacturer to sell, install, and configure the proposed NEC and NEC compatible manufacturer's products.

THIS REQUIREMENT APPLIES TO ALL OFFERORS. EACH OFFEROR SUBMITTING A PROPOSAL SHALL PROVIDE A STATEMENT OF SUPPORT FROM THE NEC AND NEC COMPATIBLE MANUFACTURER WHICH CONFORMS TO EITHER OF THE FOLLOWING REQUIREMENTS:

2.1.2 If the Offeror is not the manufacturer, the Statement of Manufacturer Support shall, at a minimum:

- A. Be current, dated, on the manufacturer's letterhead, addressed to the Procurement Officer and signed by an officer of the manufacturer to bind the manufacturer authorized to the Statement;
- B. Authorize the Offeror to provide the manufacturers' complete and current product lines for the duration of the contract;
- C. Describe fully the history of the dealer/manufacturer relationship;
- D. Guarantee the Offeror will have direct access to any software fixes, patches, parts, manufacturer support facilities, and during an emergency/down situation access to key support engineers for the duration of the contract; and,
- E. Commit the manufacturer to supporting all specifications and requirements for the duration of the Contract.

2.1.3 If the Offeror is the manufacturer, the Statement of Manufacturer Support shall at a minimum:

- A. Be current, dated, on the manufacturer's letterhead, addressed to the Procurement Officer, and signed by an officer of the manufacturer authorized to commit the manufacturer to the Statements; and,
- B. Commit the Offeror, as manufacturer, to supporting all specifications and requirements, including but not limited to any software fixes, patches, parts, manufacturer support facilities, and during an emergency/down situation access to key support engineers, for the duration of the Contract.

SECTION 3 – SCOPE OF WORK

3.1 Purpose

- 3.1.1 The State of Maryland desires to maintain its existing NEC PBX systems and peripherals, upgrade and add additional PBX equipment as needed, and procure software that is compatible with the State's existing NEC PBX systems.
- 3.1.2 The Department of Budget and Management, Office of Information Technology, Division of Telecommunications is issuing this Request for Proposal (RFP) to secure a cost effective means to purchase:
- 1) NEC PBX equipment, software, and service for upgrades and/or additions to existing NEC PBX systems;
 - 2) Maintenance for existing NEC PBX systems and peripherals, including any upgrades and/or additions purchased under the resulting contract;
 - 3) Wiring and cabling services for the upgrades and/or additions; and,
 - 4) Engineering Solutions Support.

Existing peripherals requiring maintenance services include, but are not limited to: Video Conferencing, Security, Interactive Voice Response (IVR), Automatic Call Distributor (ACD), Manage Network Services, and Voice Mail. Software includes, but is not limited to: Que WorX, Contact WorX, Aim WorX and Call Center WorX. Engineering solutions support will include special projects impacting the PBX networks. Such special projects include but are not limited to networking PBX systems to run through networkMaryland.

- 3.1.3 This RFP does not include the purchase of stand-alone PBX systems, wiring and cabling services not related to PBX upgrades, PBX additions, or peripherals, unless there is a specific requirement for compatibility reasons. New PBXs shall only be purchased under the resulting contract if there is a requirement for that NEC PBX to be networked with an existing system. The State seeks a contract that promotes compatibility with the State's existing telecommunications infrastructure. The State is seeking a single contractor who will meet the technical, service, and legal requirements of this RFP.
- 3.1.4 Attachment F lists all equipment, software, service, etc. to be purchased under the resulting contract. Attachment J lists equipment currently under separate maintenance agreements; upon the expiration of those maintenance agreements, this equipment will be maintained under this Contract.
- 3.1.5 The unit prices provided by each Offeror in its financial proposal and Attachment F shall be the Offeror's prices for such services and equipment. However, the baseline systems are configured in this RFP for purposes of evaluating financial proposals. The State reserves the right to purchase PBXs and other equipment in other configurations and containing other components, but all purchases shall be at the unit costs stated in the Contractor's financial proposal (or best and final offer as applicable).

3.2 Background

- 3.2.1 The current PBX Equipment and Services Contract No. AST-9406-PBX has been in effect for approximately ten (10) years. That contract has been available for use by all State organizations and various local governments.
- 3.2.2 The State has future plans for upgrading current systems and installing new PBX systems that must be networked with existing systems. There are approximately three hundred (300) PBX systems maintained under the current contract.

3.3 General Service Requirements

- 3.3.1 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 coordinate work efforts with the individual Agencies requesting the work. In the event that installation is in a building under construction, the Contractor shall coordinate all scheduling and installation with the State's contracting officer's representative who will establish the appropriate installation schedule.
- 3.3.2 After coordinating with the Agency Telecommunication Project Manager, the Contractor shall arrange with all providers of network services for the disconnection or re-termination of all existing interface lines. The Contractor shall also disconnect all existing telephone instruments, key service units, and any associated equipment that will no longer be in service.
- 3.3.3 The Contractor shall be responsible for removing and preparing for the collection (i.e. boxing) and transportation of disconnected equipment to a location specified by the State. The Contractor shall prepare an inventory of all removed equipment and provide that inventory to the Agency Telecommunications Project Manager, with a copy to the Contract Manager, at the time such equipment is prepared for collection and transportation.
- 3.3.4 The Contractor shall reconnect any auxiliary equipment identified by the Agency Telecommunications Manager as not being covered by a separate maintenance agreement with another existing vendor, prior to the installation of the new system and/or replace the auxiliary equipment with a comparable item. Replacement of auxiliary equipment shall be done only in accordance with Section 3.4.4 of this RFP.
- 3.3.5 The Contractor shall have a Service Center that provides, at a minimum, the following:
 - A. 24 x 7 Availability;
 - B. Toll Free Number;
 - C. Web-based Reporting and Problem Tracking;
 - D. Escalation table and process;
 - E. Status Reports; and,
 - F. Status on problems prior to closing and obtain approval from originator prior to closing tickets.
- 3.3.6 The Contractor shall represent the using agency with the State's Local Exchange Carriers (LEC) company(s) in order to identify and correct problems with the telephone service. The Contractor shall bear the responsibility for any charges from the Dial Tone Provider as a result of misdiagnosis or troubles caused by equipment supplied or action taken by the Contractor.

- 3.3.7 The Contractor shall utilize Using System Development Life Cycle methodology (SDLC) (See State of Maryland SDLC at URL: <http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=226&Folder=2512|2529|2520>), and comply with the State of Maryland Information Technology Security Policy and Standards (See Attachment G) as representing industry best practices. The Contractor shall support as required, and provide applicable documentation to: Requirements gap analyses, system and network analyses and support, planning, database development to include design, testing, implementation, documentation, database management, database administration, project management, security analyses, and general technical support capability of the functions.
- 3.3.8 All work performed for State agencies under the resulting contract shall be performed under an established Purchase Order issued only by DBM.

3.4 General Equipment Requirements

The Contractor shall comply with the following minimum requirements:

- 3.4.1 All systems shall be installed in accordance with the equipment manufacturer's instructions, standard industry practices, specifications in this RFP, and the applicable Agency's requirements. Installations, upgrades and additions of a system must be programmed to meet the Agency requirements.
- 3.4.2 (During the contract period, the State may request that the Contractor provide a sample, free of charge, of each contract equipment item for non-destructive testing. These samples will be inspected for contract compliance and may be kept for up to thirty (30) consecutive calendar days and thereafter returned at the Contractor's expense.
- 3.4.3 All equipment provided by the Contractor for purchase by the State of Maryland shall be new and unused. Used, refurbished or remanufactured equipment will not be accepted, unless pre-approved by the Agency Telecommunications Project Manager.
- 3.4.4 Product Substitution:
- A. Any product substitution may occur only upon the prior written approval of the Procurement Officer and Contract Manager. The Contractor may substitute products on this Contract that are manufacturer discontinued or obsolete; substitutions must be of an equal or greater performance and value, and the price must not exceed the contracted price for the product being substituted.
 - B. Any request for substitution shall be in writing from the Contractor to the Contract Manager. The request shall include the reason, a listing of all equipment to be substituted/replaced and the substitution/replacement list including product documentation, literature, etc. as required by this RFP, and the cost, both delivered and installed.
- 3.4.5 Any reserve power system offered shall not require dedicated ventilation. The Contractor shall comply with all federal, state, and local safety codes.
- 3.4.6 All installed equipment shall meet or exceed the following requirements:
- A. Operate under stored program control, utilize digital switching technology, and incorporate self-diagnostic routines.
 - B. Comply fully with the North American Numbering Plan.
 - C. Comply with enhanced 911 services that may be required of a PBX located in the State of Maryland, pursuant to approval by the Public Service Commission (PSC).
 - D. Capable of transmitting and switching digital data end-to-end without an analog conversion.

- E. Capable of providing simultaneous voice and data transmission over station lines via an integrated station terminal.
- F. Equipped to accept rotary (dial-pulse signaling) and DTMF (dual tone multiple frequency) as required to support call processing.
- G. Allow for connectivity and interface with the Public Switched Telephone Network (PSTN), Virtual Private Networks, and private line services commonly available in the telecommunications industry.
- H. Ship with or allow download from the Internet of, the latest software version (excluding alpha or beta test software unless pre-approved by the Agency Telecommunications Project Manager).
- I. Comply with applicable federal, state, and local electrical codes and FCC rules and regulations.
- J. Equipped with an uninterruptible power supply (UPS) with a minimum of four hours of battery backup. The UPS shall ensure performance during a temporary power loss without overt action by agency personnel.
- K. Include surge and lightning protection to the Main Distribution Frame (MDF) equipment and any Intermediate Distributing Frame (IDF) equipment. This protection is required in addition to any imposed by the manufacturer of the equipment that will be supplied under this contract.
- L. Registered with the FCC.

3.5 PBX Requirements

The Contractor shall ensure compliance of the following minimum requirements for PBXs including upgrades and additions installed by the Contractor:

- 3.5.1 The PBX systems shall be built to include a 25% future modular growth in total for the life of the contract. PBX systems that must be replaced to accommodate growth will be considered unacceptable.
- 3.5.2 The user shall access an outside line or pooled facility by depressing a single numerical digit (e.g. “#”). Multi-digit access (e.g. “##”) is not acceptable for obtaining outside lines.
- 3.5.3 MAT (Maintenance Administration Terminal). All system administration shall:
 - A. Be performed through the system console;
 - B. Be accomplished by making selections from on-screen menus;
 - C. Have data fields with descriptive text in plain English; and
 - D. System Reports
 - 1. All system reports shall be accessed by making selections from on-screen menus and be directed to either the system monitor or attached printer.
 - 2. No report shall interrupt normal system operation.
- 3.5.4 The PBX systems shall support remote location configuration. Remote location shall be able to provide full call processing features and functional transparency when networked to the main PBX.
- 3.5.5 Provide equipment that can be networked and have the capability to install the networked equipment.
- 3.5.6 System and Database Backups
 - A. The Contractor shall perform a full system and database backup prior to making any changes to the PBX.

- B. System software shall be backed-up by the Contractor every quarter and the database once every 30 days or prior to and after a change is made.
 - C. Two copies shall be created, one for the Agency and the other to be stored by the Contractor off-site in a secure facility at a remote location at a minimum of 20 miles away (specific Agencies may require a larger distance).
 - D. Off-site storage may be audited without prior notification to the Contractor.
- 3.5.7 The Contractor shall conduct a security audit on all PBX systems. The Contractor shall provide a written schedule of when the audits will be conducted and written report of the results from the audit. Reference Attachment M for a sample security audit.
- 3.5.8 The Contractor shall provide station terminal equipment certified by the Federal Communications Commission. Such equipment shall also meet Western Electric, ITT, or equivalent standards in place at the time of the installation.
- 3.5.9 All station and system features shall be available and accessible at no additional cost to all station terminal equipment.
- 3.5.10 A Station Message Detail Recording (SMDR) system shall be included as part of any system configuration. The SMDR system is to operate on an IBM compatible micro-computer and interface with the proposed systems. The price for a micro-computer, printer and the software for SMDR applications shall be included in the price for each proposed baseline configuration.
- A. Accounting and billing software shall include features such as call accounting by extension, trunk, department, and user defined groups.
 - B. Training on the SMDR system shall be included in the price of each baseline configuration.
 - C. The accounting and billing software shall include the most current State rate tables.

3.6 Cabling and Inside Wiring

The Cable and Wiring services procured via this solicitation may only be used within the scope and framework of this RFP. The specifications contained in this section are based on the concept of a Structured Cabling System. The term "Structured Cabling" refers to complete premises wiring systems comprised of discrete segments, or modules. Each segment, or module, is referred to as a "Subsystem." The six subsystems, which comprise a Structured Cabling System, are as follows:

- A. Terminal/Workstation Subsystem;
- B. Horizontal Subsystem;
- C. IDF Equipment Subsystem;
- D. In-Building Backbone Subsystem;
- E. MDF Equipment Subsystem; and
- F. Campus Backbone Subsystem.

The six subsystems listed above represent individual segments of cabling, which, when connected together, form complete physical connections for low-voltage communications needs (i.e., voice and data communications, video, etc.).

The Horizontal and In-Building Backbone subsystem components should be regarded as permanent to the facility, and should be capable of supporting anticipated communications needs.

When installing, upgrading or adding to a PBX or PBX network, the Contractor shall be responsible for all associated cabling and inside wiring for the installation, upgrade or addition. The Contractor shall adhere to the following minimum requirements when installing and providing cabling and inside wiring:

- 3.6.1 Cover terminated and unterminated copper and fiber optic cabling, as well as, ancillary equipment. The types of cable shall include, but not be limited to, Category 3, Category 5, Category 5e, IBM type 1, IBM type 2 and IBM type 3 copper cabling; RG58, RG59 and RG62 coax cabling; and exterior and interior single and multi-mode fiber optic cables. The Contractor shall supply and install cabling to support the myriad of cabling requirements associated with various State agencies.
- 3.6.2 Establish a building cabling infrastructure that supports the current and future requirements of the building's occupants.
- 3.6.3 Meet or exceed the then applicable American National Standard Institute (ANSI), Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568 and 569 specifications.
- 3.6.4 Contractors shall provide, for every job, written certification that all cables and services supplied meet all current applicable ANSI EIA/TIA specifications.
- 3.6.5 Contractors shall adhere to the following after receiving a signed Purchase Order:
 - A. A walk-through of the site, which is subject of the Purchase Order, shall be conducted by the Contractor and the local agency contact no later than seven (7) working days after the receipt of a signed Purchase Order or a longer timeframe as specified in the Purchase Order.
 - B. A price quote shall be prepared by the Contractor and forwarded to the agency contact noted on the Purchase Order no later than three (3) working days after initial walk-through or a longer timeframe as specified in the Purchase Order. Price quotes are to be prepared using pricing proposed in the Contractor's original price proposal in response to the RFP. Pricing cannot exceed pricing proposed in the Contractor's price proposal.
 - C. Work shall begin no later than five (5) working days after an approved Purchase Order accepting the price quote is delivered to the Contractor or as specified in the Purchase Order.
 - D. Work through State designated site contacts for scheduling all on-site activity. Designated on-site contacts have authority to amend/stop work.
 - E. Schedule with the Agency Telecommunications Project Manager, a final walk-through of the completed wiring effort, which may be conducted by staff who are not located at the site (i.e. some sites will have a designated agent to perform a final walk-through before acceptance of work occurs).
 - F. Provide materials and perform work in accordance to a site-specific work order, which will be accepted by the Agency Telecommunications Project Manager based on the deliverable acceptance criteria outlined in section 3.13.
 - G. Invoicing shall agree with the site specific Purchase Order, including any change orders or amendments.
- 3.6.6 All cable installations shall be completed in a safe, neat, professional manner and conform to industry standards for installation. Cables shall be installed using tie wraps, J-hooks, etc.
- 3.6.7 All work space shall be cleaned up and put back in the order in which it was found.
- 3.6.8 Test installed product and provide written certification test results of all cable installations meeting standards in 3.6.3, within seven (7) business days from job completion prior to State acceptance or a longer timeframe as specified in the Purchase Order.

- 3.6.9 Adhere to all applicable National, State and Local electrical codes, laws and/or requirements for cable installations.
- 3.6.10 Obtain all applicable permits needed for the installation of cabling.
- 3.6.11 Provide two (2) hardcopy and softcopy sets of "as built drawings" for cable projects or update existing "as built drawings" documentation.
- 3.6.12 Unshielded Twisted Pairs (UTP)
- A. All cabling and related connecting hardware, outlets, and other components installed shall be tested at the conclusion of each phase of the installation.
 - B. All cables and connectors shall be tested for continuity and polarity, including tests for open, short, split, and reversed circuits (pairs) by the installer prior to the performance of final acceptance tests.
 - C. Prior to final acceptance of any newly installed communications cable, the Contractor shall perform acceptance tests to confirm that all materials and installation conform to the applicable EIA/TIA specifications.
 - D. The final acceptance test will consist of a performance test. Obtaining satisfactory results from this test will be a necessary condition to the acceptance of cabling project and subsequent payment, unless otherwise agreed to by the Agency Telecommunications Project Manager in writing.
- 3.6.13 Fiber Optics
- A. All fiber media and related connecting hardware, outlets, and other components shall be installed by qualified (and certified, if applicable) personnel.
 - B. All fiber optic cable shall be tested, including tests for open or reversed fibers, their wavelengths and levels of attenuation with connecting hardware in place at the workstation (if applicable) end-to-end.
 - C. Attenuation in terminated fiber optics shall be equal to or better than the manufacturer's specifications.
 - D. Written test results for any and all fiber optic cables installed on State projects shall be provided at the following three (3) intervals. The fiber optic cable shall meet or exceed EIA/TIA specifications at each interval:
 - At the manufacturer's location prior to shipment;
 - At the State premise prior to installation; and
 - After installation.
 - E. The final acceptance test will consist of a performance test. Obtaining satisfactory results from this test will be a necessary condition to the acceptance of cabling project and subsequent payment, unless otherwise agreed to by the Agency Telecommunications Project Manager in writing.
- 3.6.14 Labeling Requirements
- A. All components of the structured cabling system require physical labeling. At a minimum, the following components shall be clearly labeled:
 - Communications outlets
 - IDF/MDF connecting hardware
 - Cables
 - Terminal/equipment ports
- 3.6.15 During site visits prior to the installation of a system, the Contractor shall note areas where electromagnetic interference might impact data communications and specify where the cabling

should be shielded or where fiber optic cable should be utilized. The Contractor shall notify the State prior to installation of any places where electromagnetic interference may be a problem.

- 3.6.16 All distribution frames (MDF or IDF) shall allow for the use of jumper wires to perform cross-connection from the front of the terminal. Also, the Contractor shall provide protective housing to prevent accidental disruption of service.
- 3.6.17 No splices of any type may be pulled into conduit or inner-ducts. The Contractor shall provide cable in sufficient lengths to assure that any splicing will occur only at building entrance locations. All cable splices shall be fully protected from damage, dust, and moisture. The splice case shall be securely supported, and the connecting cables shall be supported on each end of the case and adhere to EIA/TIA cabling standards.
- 3.6.18 Distribution Frames (MDF and IDF) Requirements
 - A. All distribution frames shall be mounted according to the accepted EIA/TIA industry standards.
 - B. Distribution frames shall be sized to accommodate the requirements of the outside plant plus 50% growth.
 - C. The demarcation point shall be located in the telephone equipment/switch room no more than 25 feet from the PBX.
 - D. A minimum of 25% spare house cable pairs shall be provided from the MDF to all telephone closets when installing new or additional cable.
- 3.6.19 Cable Placement/Protection
 - A. Cabling shall be installed in conduit where conduit is required by codes. The Contractor shall be fully responsible for any and all damage to buildings caused by the Contractor or its subcontractor(s). The Contractor shall adhere to appropriate EIA/TIA standards.
 - B. All cable shall be run through existing conduit when provided within and/or between buildings. Teflon cable shall be provided wherever cable passes through air-plenum ceilings.
 - C. The Contractor shall furnish and install cable troughs where conduit has not otherwise been provided for main run and home run cables.
 - D. Any cables placed below ground level shall be water-resistant, gel filled cables. All splicing below ground level shall be water resistant and in compliance with EIA/TIA standards.

3.7 Asbestos Related Installations

The Contractor shall adhere to the following minimum requirements:

- 3.7.1 Personnel working at a local agency site in which there is existing asbestos shall be authorized and certified to perform such installations.
- 3.7.2 The Contractor shall obtain a State of Maryland asbestos certificate (obtained from the Maryland Department of the Environment) and shall submit the certificate to the Agency Telecommunications Project Manager for each installer working on asbestos related installation.
- 3.7.3 The installation of cable in an asbestos area requires at a minimum:
 - A. Technicians specially trained in asbestos hazards according to EPA standards.
 - B. Use of respirators;
 - C. Use of hepa vacuum cleaners;
 - D. Signs posted in the area of the installation;

- E. After hours installation;
- F. Shut- down of all HVAC systems that accesses the work area until work and clean up is complete.

3.8 Security Requirements

3.8.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards (See Attachment G). 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 (select the Information Technology link).

3.8.2 IT Security

3.8.2.1 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. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.

3.8.2.2 The Contractor shall provide and 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 or the State Contract Manager.

3.8.3 Physical Security:

3.8.3.1 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. Additional photo identification shall be provided by each such employee or agent upon request of State personnel.

3.8.3.2 Security Clearance:

A. The Contractor shall obtain a 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 to allow any individual employee to work on State premises, based upon certain specified criminal convictions.

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 with 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.

3.8.3.3 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.

3.9 Product Documentation

The Contractor shall comply with the following minimum documentation requirements:

- 3.9.1 At the time of equipment installation, documentation shall be provided to the using Agency. The documentation shall include detailed instructions regarding installation, configuration, environment specifications, operation and use, manufacturer's warranty information, troubleshooting, and technical assistance contact information of the manufacturer's equipment purchased. The Contractor shall also provide a system inventory to include, but not be limited to, serial numbers and type or name of all installed or provided equipment and software. The system inventory requirements may vary by Agency (i.e. some Agencies only require an inventory of equipment over a specified dollar amount).
- 3.9.2 Documentation shall be provided in hardcopy and softcopy, in a format acceptable (MS Word, Visio, Access, Auto CADD, Visio, etc.) to the using Agency. This documentation shall be saved on the MAT terminal. The Contractor shall ensure that the State has the right to make unlimited copies of the documentation for use by the using Agency. The documentation provided will become the property of the State.
- 3.9.3 Provide two (2) sets of "as installed" layout drawings for all equipment. Tone, test and tag cable records shall be provided to the using agency at cut-over. If these documents already exist, the Contractor shall update the existing documentation as necessary to ensure that the records are accurate as to the newly installed, upgraded or added equipment or system. These documents shall comply with EIA/TIA standards
- 3.9.4 Provide one (1) set of system maintenance manuals/practices to the using Agency and confirm the State's right to make unlimited copies of the documentation for use by the using Agency.
- 3.9.5 Provide one (1) set of "key sheets" showing the type, features, and location of each key station shall be provided to the using Agency by the Contractor prior to acceptance testing.
- 3.9.6 Configuration and customer database sheets shall be provided to the using Agency by the Contractor at two different stages of the project: (1) prior to cutover and (2) after cutover prior to acceptance. Such documentation shall include, but is not limited to: extension number, location, cable pairs, phone type, name, class of service, associated features, and any additional equipment for each station.
- 3.9.7 Cable distribution drawings shall be provided to the using agency for the four (4) project stages listed below, showing the routing of all outside cable, all new conduit being provided by the Contractor, and all manholes, which shall be identified by owner:
 - A. Upon completion of station terminal surveys/interviews;
 - B. Upon connection of the new system to the network service provider's trunking;
 - C. At system cut-over (if different from B above); and,
 - D. At system acceptance.

3.10 Training

The Contractor shall comply with the following minimum requirements:

3.10.1 Training

3.10.1.1 End-user Training will be provided by the Contractor to Agency personnel identified by the Agency Telecommunications Project Manager:

- A. End-users shall be trained in the use of the equipment which they will be using. All installed functionalities of the equipment shall be covered in sufficient depth to allow the end-users to effectively utilize the equipment's full capabilities.
- B. All end-user Training shall be provided to all shifts during their normal working hours, which shall include Normal State Business Hours and After Hours. The Agency Telecommunications Project Manager will schedule all training sessions with the Contractor. Training sessions will be scheduled at the using Agency's site unless the Agency Telecommunications Project Manager approves an alternate location.
- C. Provide end-user Training documentation.
- D. Provide in-depth training for two Agency designated employees to enable these employees to assume training responsibilities on an on-going basis. (Train the Trainer)
- E. Provide a customized videotape program, at no additional cost, for the future training of employees. This tape will become the property of the State.

3.10.1.2 System Administrator Training.

- A. Up to six (6) system administrators per Agency shall be trained on the applicable equipment and software they will be using.
- B. Provide System Administrator documentation.
- C. System administrator training shall include performing software MACs.
- D. Although the Contractor will not be required to train the system administrators in the maintenance of the switching equipment, a strong conceptual understanding of the systems operational and administrative functionality shall be provided through system administration training.
- E. The Agency Telecommunications Project Manager will schedule all training sessions with the Contractor. Training sessions will be scheduled at the using Agency's site unless the Agency Telecommunications Project Manager approves an alternate location.

3.10.2 The Contractor shall provide a detailed description of the pre-cut-over training to be provided to attendants, users, and up to six (6) system administrators per Agency. The description should include at a minimum:

- A. Length and frequency of the training sessions;
- B. Audio-visual aids to be employed;
- C. Written material to be provided; and,
- D. Course outline for each curriculum.

3.10.3 Each training session will consist of no more than twenty persons.

3.10.4 Provide the using Agency copies of all training materials and audio-visual aids for Agency use in future training programs. The Agency shall not be limited in its ability to copy such training materials.

3.11 Budgetary Request/Purchase Order Process

For purposes of this section, all references to “system” in the context of “system acceptance” shall refer to all work, services, deliverables, equipment and software provided by the Contractor in completing a project of work done pursuant to this RFP and the Contract.

3.11.1 Budgetary Request Process

3.11.1.1 Initiating Budgetary Requests. Budgetary Requests will be initiated by the Agency Telecommunication Project Managers by creating an ADPICS requisition request and shall define the scope and requirements of the specific task. DBM/OIT – Telecommunications will review the ADPICS requisition and fax it to the Contractor. A Budgetary Request may contain the following information:

Item	Project	MAC
Project, Technical, and Contractual points of contact	X	X
Background information including task objectives	X	X
Technical requirements	X	X
Performance objectives and/or deliverables, as applicable	X	
Personnel skill categories required	X	
Period of performance, including estimated start date	X	X
Place of performance	X	X
Deliverable/delivery schedule	X	
Security requirements	X	
State furnished equipment or information	X	
Inspection and acceptance criteria	X	

The following template will be sent to the Contractor indicating what is required in their response to the Budgetary Request.

Item	Include	Comments
Project Scope		
Proposed approach to satisfying the requirements of the Purchase Order		
Development of Task Order deliverables		
Proposed schedule in GANTT chart format		
Proposed hours for each labor category		
Proposed price quote (to include 25% growth)		
Proposed key personnel with attached resumes		
Applicable risk(s) assessments and proposed solutions		

3.11.1.2 Site Survey

- A. The Contractor, upon receipt of a Budgetary Request requesting the replacement or installation of equipment, will conduct a site survey at the agency site within ten working days.
 - B. Within five (5) working days after the site survey, the Contractor will provide the State with a timeline of key events, in a format specified by the State, showing planned dates for the work to be accomplished.
 - C. No allowances will be made due to lack of knowledge of any adverse conditions not reported in writing to the State within five (5) working days of the initial site visit. Unfamiliarity of these requirements will not relieve the Contractor of his liability.
 - D. The Contractor shall provide an equipment room layout specifying space requirements for the system and main distribution frame needed for each installation. An equipment room layout shall be submitted for every peripheral equipment location (if any). Layouts shall be based on the actual rooms designated by the agency. A "typical" equipment room layout will not be acceptable. EIA/TIA standards shall be followed.
 - E. The Contractor shall be responsible for providing the State with a specification for the required power facilities for each installation.
- 3.11.1.3 Responding to a Budgetary Request. Upon receiving the Budgetary Request and after conducting the site survey, the Contractor shall provide a Budgetary Request Response to the requirements of the Budgetary Request from the Agency. This response shall be sent to the Agency Contact Person listed on the Budgetary Request with a copy to the Contract Manager.
- 3.11.1.4 Finalizing the Budgetary Request. The Agency may request changes to the Budgetary Request Response. The Contractor will update the Budgetary Request Response to reflect those changes and resubmit the Budgetary Request Response to the requesting Agency. A site survey shall be conducted prior to finalizing the Budgetary Request Response. The final accepted version of the Budgetary Request Response is the Final Quote.
- 3.11.2 Ordering Process. Once an Agency has a Final Quote and obtains internal approval (within the Agency) to proceed, the Agency will sign the Final Quote, fax it to the Contract Manager or her designee and update the requisition in ADPICS. The Contract Manager or her designee will update ADPICS to create a Purchase Order. The Purchase Order will be faxed to the Contractor. The Contractor is only authorized to begin work upon receipt of a Purchase Order sent by DBM.
- 3.11.3 MAC (Moves/Adds/Changes) Requests
- 3.11.3.1 MACs are scheduled and assigned via Purchase Order through DBM's FMIS system. The Purchase Order is faxed to the Contractor. Contractors are responsible for any assigned MACs on the installed system. Assigned MACs are to be performed at the prices fixed in the contract.
 - 3.11.3.2 MACs intervals are measured from the receipt of the Purchase Order by the Contractor until the work completion date. The requirements are:

Quantity of Sets	Date Due Intervals Days for Station MACs
1-5	5
6-10	8
11-20	10
Over 20	14 or agreed upon timeframe by

	Contractor and Agency Telecommunication Project Manager
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3.11.4 Work Order Form Process. The Contractor will present the Work Order form (Reference Attachment K) to Agency contact identified in the Purchase Order as the authorized personnel to sign prior to starting work. Upon completion of the Work Order, the Contractor will complete the form and obtain a signature from the Agency Telecommunications Project Manager or Agency contact identified in the Purchase Order. The Work Order form shall accompany the invoice for payment (reference section 3.18 Invoicing).

3.11.6 Performance Period

The purpose of the Performance Period is to meet the following objectives:

- A. Testing with existing system applications and services as appropriate
- B. Validate system set-up for transactions and user access
- C. Confirm use of system in performing business processes
- D. Verify performance of business critical functions
- E. Confirm integrity of business process, data, services, security, and end-products
- F. Verify all requirements of the RFP, the Master Contract and applicable Purchase Order have been met
- G. Speed of performance
- H. Rate of errors or failures
- I. Subjective satisfaction

3.11.6.1 An End-to-End Performance Readiness Test is required . It is comprised of all steps of the Performance Period and it ensures point-to-point testing on any network system.

3.11.6.2 The Performance Period will begin after all deliverable products and services comprising the entire business process have been installed and all applicable deliverables have been accepted. The Contractor shall certify in writing to the Agency that the system is installed and ready for operational testing. The notification shall include model, serial number, and nomenclature of all equipment and software installed. The performance period will be for a period of thirty (30) consecutive days unless otherwise specified in the PO to allow for adequate testing of all functionality, including any and all processes and interfaces.

3.11.6.3 During the performance period the Agency will test the functionality and integration system and services to ensure that the requirements of the RFP, Contract, and applicable Purchase Order(s) and any internal requirements determined during specification review have been met. During the performance period, the system and services shall perform at a level consistent with the performance specifications contained in the RFP, Contract, and applicable Purchase Order.

3.11.6.4 Any system and services shall be available for unrestricted use by the Agency on an average effectiveness level of 99.99999% percent or more for the given performance period. The switching system performance shall not be less than 100% during the performance period. Availability for unrestricted use means that the system and services are accessible to users with full processing functionality. Effectiveness level refers to the system and services meeting the objectives listed below and the performance measures as defined in the RFP, the Contract, and applicable Purchase Order.

3.11.6.5 Should the Agency encounter performance problems or discover specifications have not been met by either the system or services, the Contractor is responsible for rectifying the

performance problem or completing the specification to the Agency's satisfaction at no cost to the State within two (2) weeks or as directed by the Agency Telecommunication Project Manager. Another thirty (30) day performance period will begin immediately after, the Contractor corrects the performance problem or completes the specifications to the Agency's satisfaction. The Contractor shall submit a Performance Rectification Notification to the Agency to indicate that the issues have been fixed and the second thirty (30) day performance period shall begin upon agency acceptance of the notification. There will be successive Performance Periods to allow for the testing of any subsequent rectifications of performance problems or failures to meet specifications.

3.11.6.6 As a minimum for acceptance, the following items shall be tested and verified for compliance with manufacturer's specifications, local telephone company connection requirements, RFP, the Master Contract and applicable Purchase Order specifications:

- A. Call processing capabilities, including data;
- B. Switch administration;
- C. All system features;
- D. All stations and station feature functionality;
- E. Consoles and console features;
- F. Electrical supply and overload protection, including UPS;
- G. Cable plant or transmission media installation test results;
- H. Network transmission level test results;
- I. Power failure components, including alarms;
- J. Management and system reports from the switch; and,
- K. Completion of documentation reflecting final system configuration.

3.11.6.7 In the event that the system (including any special or optional features ordered and installed) has not been accepted by the State within two performance periods (up to 70 days from installation), the State may terminate the test, and, at its option, initiate one of the following corrective actions:

- A. Terminate the Purchase Order in part or its entirety without recourse by the Contractor;
- B. Require the Contractor to replace each item that has failed at no cost to the State of Maryland;
- C. Remedy the defect at the Contractor's expense; and,
- D. Exercise any other remedy available under the law or the contract.

3.11.7 Traffic Study. No more than ninety (90) days after cut-over or as stated in the Purchase Order, the Contractor shall perform a traffic study at no additional cost to the State on each trunk group in the system to verify the adequacy of the initial trunking. This study will be used as a basis for determining the need to add or delete trunks. The traffic study shall contain at a minimum peg counts.

3.11.8 Warranty Period

3.11.8.1 The warranty period will begin upon 1) the conclusion of the Performance Period, and 2) system and services acceptance and signoff. The Contractor will warrant the equipment, operating systems, applications and services for a two (2) year period, unless otherwise specified in the Purchase Order, guaranteeing that the system is free from performance problems and meets all specifications as defined in this RFP, the Contract, and the applicable Purchase Order. Should the Agency encounter performance problems or discover specifications have not been met, the Contractor is responsible for rectifying the

performance problem or complete the specification to the Agency's satisfaction at no cost to the Agency within two (2) weeks or as directed by the Agency.

3.11.8.2 The warranty will cover at a minimum the following at no cost to the State:

- A. Defects in workmanship and materials under normal use;
- B. Parts, service, and transportation required for repair or normal maintenance;
- C. All cables, inside wires, terminals and all auxiliary (at a minimum, but not limited to batteries and rectifiers) equipment supplied by or utilized by the Contractor; and,
- D. Replacement or repair of defective Equipment, applications and operating systems.

3.11.9 Maintenance Period

3.11.9.1 Continuous system and/or software maintenance coverage will include as applicable: equipment replacement parts (including but not limited to all cables, inside wires, terminals and auxiliary equipment supplied by or utilized by the Contractor), including battery back-ups, new versions, updates, enhancements and modifications to the equipment and/or software.

3.11.9.2 Maintenance Coverage. Maintenance coverage includes at a minimum the services listed below:

- A. The Contractor shall ensure the equipment and/or software remains compatible with the current and future Agency systems or any third party software used to perform Agency business functions.
- B. The Contractor shall provide to the Agencies enhancements and modifications of the software products supplied by the Contractor.
 - 1) as a result of ongoing maintenance;
 - 2) to ensure the Agency's systems will not become obsolete when new technology has been introduced in the Telecommunications industry that offers greater operating efficiency;
 - 3) as required to correct malfunctions, defects, or operational problems;
 - 4) as required as a matter of federal law, regulation in connection with the Agency's business, or policies and standards; and,
 - 5) as specified by the Agency.
- C. The Contractor shall provide technical support, including but not limited to, consulting, custom programming, hardware, network, and vendor provided third party software related services.
- D. Any electronic support shall be done in an encrypted-secure environment.
- E. The Contractor shall update all documentation to incorporate any changes of the equipment and/or software products. The Contractor shall provide the Agency with copies in hard copy and in electronic format or as directed in a Purchase Order. The Agency has the right to reproduce the copies for Agency staff use or their agent's use and including posting on a secure Internet site.
- F. The Contractor shall provide unlimited e-mail consultation or telephone consultation, via a toll-free hot line 24 hours a day 7 days a week.
- G. The Contractor shall be responsible for resolving problems, formally documented and reported by the Agency, in performance, malfunction, or deviation from the approved technical specifications of the equipment and software, including any compatibility problems with third party software, or operating system software. Proposed corrective action by the Contractor shall be reviewed and approved by the Agency before the

Contractor proceeds with implementation of the corrective action. Reference section 3.16.10.7 for Service Response Time table.

- H. The Contractor shall load the most current version of virus protection software on all servers prior to installation of the equipment.
- I. Any software updates (including virus protection software) to correct problems shall be provided at no additional charge during the term of the Contract from the date of system acceptance.

3.11.10 Service Response Times for Performance, Warranty, and Maintenance Periods

- 3.11.10.1 The Contractor shall provide an emergency call procedure to accommodate emergency maintenance. The procedure shall include the names, telephone numbers, and pager numbers of the individuals to be contacted should an emergency arise, as well as, time periods between escalation levels. Names and numbers of upper management shall be included in the procedure. Escalation procedures shall be updated and sent to the State Contract Manager within 30 days of the changes.
- 3.11.10.2 The Contractor shall have a service center staffed twenty-four (24) hours a day seven (7) days a week to accept problem calls for equipment and software under performance, warranty, or maintenance periods. There shall be one toll free telephone number, which shall be identified in the proposal that the State can use to reach the service center.
- 3.11.10.3 The Contractor's personnel shall be certified telephone systems technicians specifically trained for working on the installed systems through a program of instruction approved by the manufacturer.
- 3.11.10.4 A Disaster Recovery plan shall be in place for Catastrophic Failures during installation and throughout the operational life of the system. The plan shall be coordinated with the Agency Telecommunications Project Manager and include provisions for totally replacing the system with interim service
- 3.11.10.5 The response times specified in this section shall remain in effect during both the warranty and maintenance periods.
- 3.11.10.6 The Contractor shall be able to provide support and maintenance 24 hours a day, 7 days a week within the Service Response Times requirements for the State of Maryland.
- 3.11.10.7 Reference section 1.2 for definitions of problem types. Service Response Time and Procedures tables:

Type	Catastrophic Failure
Site Visit	30 minutes
Procedures	<ol style="list-style-type: none"> 1. The Agency shall notify the Contractor by telephone, e-mail, Internet connection, or in writing, and the Contractor shall respond to Catastrophic Failure within one hour with a corrective action plan and resolve such problems within four hours of notification to proceed by the Agency or State Contract Manager. 2. If after consultation with the Contractor, the Agency Telecommunication Project Manager or State Contract Manager determines that the magnitude of the problem cannot be resolved within four hours, the parties shall agree on a plan for resolution. 3. If after consultation with the Contractor the Agency Telecommunication Project Manager or State Contract Manager determines that corrections to the problem cannot be completed within four hours, the Contractor shall notify the Agency Telecommunication Project Manager or State Contract Manager in writing and the parties shall agree on a target date for completion of the corrections. The Agency Telecommunication Project Manager or State Contract Manager shall confirm this agreement in writing. 4. The Contractor will facilitate problem determination and correction by communication methods as approved by the Agency Telecommunication Project Manager or State Contract Manager. 5. The Contractor shall assist in the analysis of compatibility problems with third party equipment, or software to determine cause. If corrective action by the Contractor is required it will be initiated as described in Section 3.13 Deliverables Acceptance Criteria above.
Status Reports and Updates	<ol style="list-style-type: none"> 1. Phone call to State Contract Manager and Agency Telecommunication Project Manager every hour until problem is resolved or unless otherwise directed. 2. Email status to Agency Telecommunication Project Manager at the end of each business day until problem is resolved or unless otherwise directed.

Type	Major Malfunction
Site Visit	Within two (2) hours.
Procedures	<ol style="list-style-type: none"> 1. The Agency shall notify the Contractor by telephone, e-mail, Internet connection, or in writing, and the Contractor shall respond to Major Malfunctions within three hours with a corrective action plan and resolve such problems within twelve hours of notification to proceed by the Agency or State Contract Manager. 2. If after consultation with the Contractor, the Agency Telecommunication Project Manager or State Contract Manager determines that the magnitude of the problem cannot be resolved within twelve hours, the parties shall agree on a plan for resolution. 3. If after consultation with the Contractor the Agency Telecommunication Project Manager or State Contract Manager determines that corrections to the problem cannot be completed within twelve hours, the Contractor shall notify the Agency Telecommunication Project Manager or State Contract Manager in writing and the parties shall agree on a target date for completion of the corrections. The Agency Telecommunication Project Manager or State Contract Manager shall confirm this agreement in writing. 4. The Contractor will facilitate problem determination and correction by communication methods as approved by the Agency Telecommunication Project Manager or State Contract Manager. 5. The Contractor shall assist in the analysis of compatibility problems with third party equipment, or software to determine cause. If corrective action by the Contractor is required it will be initiated as described in Section 3.13 Deliverables Acceptance Criteria above.

Type	Major Malfunction
Status Reports and Updates	<ol style="list-style-type: none"> 1. Phone call to State Contract Manager and Agency Telecommunication Project Manager every hour until problem is resolved or unless otherwise directed. 2. Email status to Agency Telecommunication Project Manager at the end of each business day until problem is resolved or unless otherwise directed.

Type	Minor Malfunction
Site Visit	Within twenty-four (24) hours
Procedures	<ol style="list-style-type: none"> 1. The Agency shall notify the Contractor by telephone, e-mail, Internet connection, or in writing, and the Contractor shall respond to Minor Malfunctions within twenty-four hours with a corrective action plan and resolve such problems within seventy-two hours of notification to proceed by the Agency or State Contract Manager. 2. If after consultation with the Contractor, the Agency Telecommunication Project Manager or State Contract Manager determines that the magnitude of the problem cannot be resolved within seventy-two hours, the parties shall agree on a plan for resolution. 3. If after consultation with the Contractor the Agency Telecommunication Project Manager or State Contract Manager determines that corrections to the problem cannot be completed within seventy-two hours, the Contractor shall notify the Agency Telecommunication Project Manager or State Contract Manager in writing and the parties shall agree on a target date for completion of the corrections. The Agency Telecommunication Project Manager or State Contract Manager shall confirm this agreement in writing. 4. The Contractor will facilitate problem determination and correction by communication methods as approved by the Agency Telecommunication Project Manager or State Contract Manager. 5. The Contractor shall assist in the analysis of compatibility problems with third party equipment, or software to determine cause. If corrective action by the Contractor is required it will be initiated as described in Section 3.13 Deliverables Acceptance Criteria above.
Status Reports and Updates	<ol style="list-style-type: none"> 1. Email status to Agency Telecommunication Project Manager at the end of each business day until problem is resolved or unless otherwise directed.

- 3.11.10.8 When a malfunction cannot be immediately diagnosed and corrected, the Contractor shall be required to coordinate the participation of all service suppliers until the source of the problem has been unequivocally established and the malfunction has been corrected.
- A. In no instance will the failure to find the source or resolve the problem relieve the Contractor of the obligation to restore system operability with the least impact on the users ability to communicate using the system.
 - B. The State reserves the right to adjudicate such malfunctions after the fact and validate charges and/or maintenance credits applicable to the provisions of the contracts or tariffs involved.
 - C. As part of the maintenance responsibility, the Contractor shall represent the State with the regulated telephone company in order to identify any problems with the telephone service and be responsible for any telephone company charges as a result of misdiagnosis of problems caused by Contractor supplied equipment or actions by the Contractor.

3.11.11 Preventive Maintenance

- 3.11.11.1 The Contractor shall specify the manufacturer's recommended preventative maintenance required for each of systems to include frequency, duration, and include a description of the preventive maintenance.
- 3.11.11.2 Preventive maintenance shall be performed by the Contractor at a minimum twice annually.
- 3.11.11.3 The Contractor shall program new area codes and exchanges in the PBX as part of the preventive maintenance. The new area codes and exchanges shall be programmed prior to the time the new codes and exchanges are activated even if this requires the Contractor to perform the work outside of the normal preventive maintenance schedule.
- 3.11.11.4 The Contractor shall update the virus protection software as new software patches are made available by the vendors even if this requires the Contractor to perform the work outside of the normal preventive maintenance schedule.
- 3.11.11.5 The Contractor shall conduct the routine preventive maintenance in coordination with the using agency.
- 3.11.11.6 During routine preventive maintenance, the Contractor shall examine and replace if found defective all system components.
- 3.11.11.7 The Contractor shall provide the using agency a Corrective Action Plan after the Preventative Maintenance is conducted. This plan shall include, but not be limited to: description of all found defective system components, action taken, and any system recommendations.
- 3.11.11.8 The Contractor shall have remote administration and maintenance service plans. The plans shall include:
 - A. Frequency of interrogations;
 - B. Type of data that is obtained; and,
 - C. Equipment needed to conduct remote administration and any optional enhancements.

3.12 Master Contract Milestones/Deliverables

The Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using project tracking software selected by the Agency Telecommunications Project Manager. The WBS shall provide a detailed work plan that identifies each project milestone and associated deliverable and describes the project work effort necessary to accomplish each milestone unless otherwise specified. The Contractor will refer to the Maryland System Development Life Cycle policy for the format of the deliverables (<http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=226&Folder=2512|2529|2520>). Any changes to the WBS will have to be pre-approved by the Agency Telecommunications Project Manager. **The following milestones and deliverables are required for all projects.**

<i>Milestones</i>	<i>Deliverables</i>
I. Project Initiation Milestone	
a) Initial Request	1. Purchase Order Proposal (Reference section 3.16)

<i>Milestones</i>	<i>Deliverables</i>
b) Kick-Off Meeting	<ol style="list-style-type: none"> 1. Initial Meeting with State Contract Manager, Agency Telecommunication Project Managers and selected State management to understand and communicate the project timeline and requirements. 2. Update Project Management Plan as required.
c) Project Management Plan (PMP)	<ol style="list-style-type: none"> 1. WBS demonstrating Project Plan & Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, Staffing Plan, Communication & Contact Plan, and Risk Management 2. Communication and Contact Plan (to include Contingency Communication and Contact Plan detailed information.) 3. The draft PMP shall be provided at the Kick-Off Meeting. 4. The final PMP shall be provided within 10 business days of the Kick-Off Meeting.
II. Transition and Setup Phase	<ol style="list-style-type: none"> 1. Final Transition and Setup Plan due 10 business days after Kick-Off Meeting. 2. Hardware, software, and telecommunication setup. 3. Create security IDs, security access and update system administration. 4. Receive inventory and validate inventory. 5. Validation report 6. Host initial facility walk-thru for Agencies. 7. Quality assurance for Business Process Plan. 8. Security plan to include facility/physical security, disaster recovery, and system security. 9. Operations Readiness/Implementation Plan. 10. Training/Orientation Plan. 11. System Output and Support Plan to include business requirements procedures. 12. Integration or Migration Plan (as required).
III. Ongoing Service, Meetings and Reports	<ol style="list-style-type: none"> 1. Ongoing MAC work per Purchase Order. (Reference section 3.11.3) 2. Ongoing Monthly Status and Meetings (Reference section 3.15)
IV. Operational Readiness	<ol style="list-style-type: none"> 1. Training. (Reference section 3.10) 2. Test Operational Readiness. (Reference section 3.11.6.2) 3. Review of all procedures.
V. Implementation	<ol style="list-style-type: none"> 1. All plans updated for current information. 2. Implementation
VI. Documentation	<ol style="list-style-type: none"> 1. Final Documentation for System, User, and Training (Reference section 3.9) to include but not be limited to: <ul style="list-style-type: none"> • System software and test files/data • Documentation of technical environment • Documentation of software requirements • Documentation of network/system environment and security architecture • Software and Maintenance Support Plan • Maintenance Agreement and Service Agreement • Updated Security Plan

<i>Milestones</i>	<i>Deliverables</i>
VII. Performance Period	<ol style="list-style-type: none"> 1. “System” Acceptance (initial performance period sign-off) (Reference section 3.11.6) 2. Performance Rectification Notification, if applicable
VIII. Warranty Period	<ol style="list-style-type: none"> 1. Performance Period and Sign-off (Reference section 3.11.6) 2. Performance Rectification Notification, if applicable
IX. Maintenance Phase	<ol style="list-style-type: none"> 1. Preventive Maintenance Plans (Reference section 3.11.11) 2. Corrective Action Plan
X. Invoicing	<ol style="list-style-type: none"> 1. Fixed Price Invoicing (Reference section 3.17) 2. Time and Material Invoicing (Reference section 3.17)
XI. End-of-Contract Transition as initiated by State (not applicable to projects)	<ol style="list-style-type: none"> 1. Transition Plan for Transition to State or State Agent (Reference section 3.14) 2. Transition Support As Required 3. Reporting and Documentation 4. Current Inventory

3.13 Deliverable Acceptance

For purposes of this section, all references to “system” in the context of “system acceptance” shall refer to all work, services, deliverables, equipment and software provided by the Contractor in completing a project work done pursuant to this RFP and the Contract. The Contractor shall comply with the following minimum requirements:

- 3.13.1 Delivery and Delivery confirmation. The Contractor shall deliver all deliverables upon completion and/or installation, to the Agency Telecommunication Project Manager for review, testing, and acceptance. The Contractor shall memorialize such delivery in a Delivery Confirmation report. The Delivery Confirmation report shall set forth the nature and condition of the deliverables; include the model, serial number, and nomenclature of all equipment and software installed; identify the medium of delivery for software; and have the date of delivery. The Agency Telecommunication Project Manager shall countersign a copy of the Delivery Confirmation report to indicate receipt of the contents described therein. Receipt of the Delivery Confirmation report and associated deliverables shall not constitute acceptance.
- 3.13.2 Acceptance and Testing or Review.
 - A. The Agency Telecommunication Project Manager shall commence acceptance testing or reviews following receipt of the deliverables. Upon completion of such testing, the Agency Telecommunication Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables.
 - B. In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible. If item not accepted within 60 business days, unless otherwise specified in the PO, by Agency Telecommunication Project Manager, then Contractor shall notify the Agency Telecommunications Project Manager of the risk associated with delay in writing.
 - C. Follow-on project items may not continue until the first deliverable is accepted by the Agency Telecommunication Project Manager or the Agency Telecommunications Project Manager has, in writing, waived for a non-conforming or unsatisfactory condition associated with the deliverable.

- 3.13.3 If the State elects the replacement option, a new operational test period will commence upon notification in writing to the State that the Contractor has replaced all items subject to replacement. The notification shall contain, as a minimum, the model, serial number, and nomenclature of the replacement equipment, cross-referenced to that of the equipment replaced.

3.14 Transition Plan

- 3.14.1 The Contractor shall have a transition plan for transitioning all PBX system equipment, software, service and maintenance activities from the incumbent to the Contractor. This transition will begin with a signed Purchase Order.
- 3.14.2 The Contractor shall identify necessary deliverables as well as the timing of various steps in the transition plan.
- 3.14.3 After the Kick-Off meeting, a Purchase Order will be issued to implement the transition. The Contractor shall be responsible for the transition solution that was proposed and accepted by the State as part of this RFP. The period of performance will be tied to the solution in the proposal. Additionally, the Contractor shall be provided with the incumbent's complete transition plan. The Contractor shall use this as the basis for the subsequent implementation of its startup transition plan as part of the Purchase Order's performance period.
- 3.14.4 The Contractor shall submit the final transition plan within 10 business days following the Kick-Off meeting. Upon acceptance of the plan by the State, the plan is to be implemented in accordance with the timeframe specified in the Contractor's proposal and Purchase Order.
- 3.14.5 The transition solution shall include at a minimum a project plan that addresses:
- A. Staffing (identify subcontractors);
 - B. Communications between Contractor and State Contract Manager (or Agency Telecommunications Project Manager for project transition);
 - C. Security and system accesses establishment;
 - D. Hardware/software and telecommunications requirements and setup, other general office needs;
 - E. Training;
 - F. Knowledge transfer;
 - 1. Attain a working knowledge of State Agencies' PBX systems as well as the general business practices of the State.
 - 2. Attain working knowledge of State procedures and practices in supporting and maintaining PBX and peripherals equipment and software.
 - G. Validation of inventory;
 - H. Completion of tasks and other unfinished work plan items;
 - I. Operational readiness;
 - J. Development and content of a checklist to document team readiness;
 - K. Identify how Contractor will demonstrate and document team readiness, allowing them to move into the service, support and maintenance phase;
 - L. Status reporting and meetings;
 - M. Timing of transition; and,
 - N. Other matters the Contractor deems important for the transition phase.

3.15 Reports and Meetings

3.15.1 Monthly Status Report and Meeting

- A. A status report describing at a summary level the activities and accomplishments of the Contractor team for the prior month, the planned activities and accomplishments for the current month, status of resolution of any issues previously raised by the State and any issues with a proposed solution that require the attention of DBM upper management.
- B. The report shall be issued to the Contract Manager and other individuals as directed by the Contract Manager.
- C. The report shall be issued by the 10th business day each month.
- D. A meeting with the State Contract Manager will be held each month to discuss the report and other necessary issues. The Contractor's Contract Administrator, **briefed by** Operations Manager, Engineering Manager, Program Manager, Project Manager, Systems Manager as well as other appropriate individuals, shall attend this meeting. The Contract Manager will notify the Contractor of other appropriate individuals who shall attend as needed.
- E. A meeting with the Agency Telecommunications Project Managers will be held each month to discuss agency projects and other necessary issues. The Program Manager, Project Manager, Systems Manager and other appropriate individuals (as identified by the Agency Telecommunications Project Manager) shall attend this meeting.

3.15.2 Periodic Status and Work Plan Evaluations. At least quarterly, or as requested, a report of open work plan items shall be prepared that by item will show original level of effort hours, hours expended, estimated hours to complete, and variances.

3.15.3 Monthly Reports. The Contractor shall furnish monthly reports in a media and format approved by the State. As a minimum, the State will require the following reports, provided monthly, by the 15th day of the month for the previous month's activities, and containing both current and cumulative information:

A. Agency Detail Malfunction Reports (By State Agency/Program)

- 1) Agency name
- 2) Name of Agency contact reporting malfunction
- 3) Date and time notified
- 4) Date and time of arrival
- 5) Description of malfunction reported
- 6) Diagnosis of failure and work performed
- 7) Date and time failure was corrected
- 8) Charges for the service, if applicable, and
- 9) Name of person(s) performing the service.

B. Management Reports

- 1) Minority Business Enterprise (MBE) utilization monthly, year to date, and variances on the state goals
- 2) Monthly, year to date, and cumulative contract billings by State agency and location.

C. Installation Summary Report

- 1) Purchase Order Date
- 2) Acceptance/Commencement Date
- 3) Site Visit Cost Estimate
- 4) Amount Billed

- 5) Name of Agency
- 6) Address of Agency
- 7) Installation Location
- 8) Model, Serial Number of PBX
- 9) Stations Installed, by Model

D. Agency Summary Report

- 1) Customer Number
- 2) Site Number
- 3) Serve Type
- 4) Agency
- 5) Agency Address
- 6) Monthly Price
- 7) Agency Contract
- 8) Contact Phone Number
- 9) Primary Technician
- 10) Secondary Technician
- 11) Contract Number
- 12) Software Level
- 13) Expiration Date
- 14) Equipment
- 15) SIC Code
- 16) Type
- 17) Number of Ports

3.16 Change Control Within the Contract

- 3.16.1 The State Contract Manager will manage a change control process through a Change Control Board (CCB) consisting of representatives from State agencies to ensure that project scope changes provide net benefits, are appropriately funded, and are planned. The Contractor shall not implement, and the State shall not pay for, functions or changes outside the approved project scope of the RFP, as amended, and the Contract and any Modifications or Changes Orders to the Contract. Except in an emergency deemed necessary by the Department's Secretary or an Agency head, all material changes to any scope shall only be addressed and/or approved by the CCB. The Agency's Information Technology Office shall have final approval on any proposed changes to any physical architecture, firewall configuration, data communication requirements, remote access, and related security requirements, databases and any applicable structure affecting any of the applicable systems.
- 3.16.2 Regarding requested changes after production, the Agency's users shall review and evaluate this project's system as it is released to them in production. The Change Control Board (CCB) shall review any user requested changes, and if approved, present to the Contractor for costs estimates, and project and risk assessments through a Purchase Order process. The Contractor shall review any requested changes in the Purchase Order, and after evaluation, shall present to the CCB an estimate for these requested changes. For any approved changes, the Contract Manager shall provide an amendment to the Contract with an approved work order for each specific Agency's CCB request that is to be implemented. For reasons as determined by the CCB, a separate work order, instead of an amendment to the original, may be issued with its own Scope, Period of Performance, and budget (price).

- 3.16.3 In any case, the Contractor shall schedule releases that incorporate the approved set of changes. The changes shall require user acceptance testing in the development environment prior to release to the production environment, and therefore each Agency's configuration management and quality assurance control processes shall apply.

3.17 Invoicing

- 3.17.1 The Contractor shall have an automated system to track invoices, price quotes and maintenance costs.
- 3.17.2 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period. All invoices shall include the following information: name and address of the State Agency being billed, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. A pre-authorized representative shall sign each invoice. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

Retainage

For Fixed Price and Time & Material Purchase Orders, ten percent (10%) of each applicable invoice up to 10% of the total contract price shall be held by the State as retainage.

If the Contractor fails to meet the requirements as defined in the Purchase Order, the Contractor shall rectify the performance problem or complete the specification to State's satisfaction within two weeks or as directed by the Agency Telecommunication Project Manager, at no cost to the State, as described in the Purchase Order. If the State is not satisfied within this timeframe, the Contractor forfeits the retainage, unless otherwise determined by the State.

Disbursement of the total retainage will be dependent upon and occur 30 days following: (1) the successful completion of the Performance Period; and (2) system acceptance by the Agency Telecommunications Project Manager. The Contractor shall submit a separate invoice for the retainage. The Contractor shall track the retainage amount and display this amount on the invoices.

- 3.17.3 Each invoice shall be itemized to include:
- A. **For each discrete Fixed Price Service deliverable** - An invoice dollar amount due for each deliverable against which work was done in the month covered by the invoice to include a further breakdown of the labor categories and hours expensed against each labor category.
 - B. **For Time and Materials invoices** – Each invoice for services billed on a time and material basis shall include: (1) a progress report or detailed billing report that provides a description of the work performed and the date and hours worked on the State account by each of the Contractor's personnel during the invoice period; (2) an identification of the labor category under which each person was working; (3) a copy of the official personnel timesheets for each person listed on the invoice for the period of time covered by the invoice; and (4) a copy of each fully signed Work Order form for the projects and work sites for project billed on the invoice.
 - C. **For retainage** - When a discrete deliverable is accepted by the Agency Telecommunication Project Manager, the Contractor shall submit an invoice for payment of the retainage amount associated with that discrete accepted deliverable.

D. For each invoice:

- In addition to meeting the general invoice requirements above, the Contractor shall provide the cumulative retainage amount for each discrete deliverable.
- Contain a recap section detailing cumulative billings to date by deliverable and dollar total invoiced including the month for which the invoice was submitted, and cumulative retainage to date by deliverable and a retainage total including the month for which the invoice was submitted.
- Include a Summary Page that lists: Estimated hours to complete each deliverable and the estimated cost to complete each deliverable for which a Purchase Order has been issued.

3.18 Liquidated Damages

- 3.18.1 It is critical to the success of the State’s programs that the services be maintained in accordance with the schedules agreed upon by the State. It is also critical to the success of the State’s programs that the Contractor operates in an extremely reliable manner.
- 3.18.2 It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service, reporting, and contacting key Contractor personnel on scheduled work and provision of services to the citizens of the State. The State and the Contractor, therefore, presume that in the event of any such delay, the amount of damage that will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.
- 3.18.3 Liquidated Damages for interruption of service:
- Reliability of the service of the PBX is of the essence. Downtime on any part of the contracted PBX service must be minimized by prompt response and corrective action within the specified timeframes (reference section 3.16.10) of the detection of a loss of service of the PBX by the State Contract Manager, Agency Telecommunications Project Manager or the Contractor. If the Contractor fails to return service of the PBX within the specified time, then the State may assess liquidated damages in the following amounts:
- For a Catastrophic Failure**, beginning with the fifth hour and for any successive hour or portion thereof where 100% of the calls cannot be processed , an assessment of \$1,000.00 per hour or portion thereof will be made against the Contractor.
- For a Major Malfunction**, beginning with the thirteenth hour and for any successive hour or portion thereof where service is disrupted in accordance to the definition of a Major Malfunction (reference 1.2 s), an assessment of \$700.00 per hour or portion thereof will be made against the Contractor.
- For a Minor Malfunction**, beginning with the twenty-fifth hour and for any successive hour or portion thereof where less than 20% of the calls cannot be processed, as assessment of \$500.00 per hour or portion thereof will be made against the Contractor.
- 3.18.4 Liquidated Damages for failure to perform required maintenance:

The State requires the Contractor to perform maintenance services in compliance with the response intervals defined in the Maintenance Agreements. Beginning with the first business day and for any successive calendar day or portion thereof a report is past due, an assessment of \$100.00 per day or portion thereof will be made against the Contractor.

3.18.5 Liquidated Damages for failure to complete a project:

If the Contractor fails to complete the project in the stated or otherwise State agreed time, an event occurs. For each event, the Contractor may be assessed liquidated damages in the amount of 0.1% (1/10 of one percent) of the total Purchase Order amount per calendar day from the time the event occurred. The liquidated damages will be assessed against the affected Contractor invoice. Delay of work for each event shall terminate when the work is returned to the schedule as determined by the State.

3.18.6 Liquidated Damages for failure to deliver reports:

Beginning with the first business day and for any successive calendar day or portion thereof a report is past due; an assessment of \$100.00 per day or portion thereof will be made against the Contractor.

3.18.7 Liquidated Damages for failure to keep contact information up to date or meet contact time:

Beginning with the first hour and for any successive hour or portion thereof the Emergency Point of Contact or Back-up Emergency Point of Contact fails to be in contact with the State Contract Manager for all emergencies, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor.

Beginning with the first business day and for any successive calendar day or portion thereof the Billing Point of Contact or Back-up Billing Point of Contact fails to be in contact with State Contract Manager concerning questions and resolutions of billing issues, an assessment of \$100.00 per day or portion thereof will be made against the Contractor.

Beginning with the first business day and for any successive calendar day or portion thereof the Contractor fails to be in contact with the State Contract Manager concerning routine equipment and service ordering, an assessment of \$100.00 per day or portion thereof will be made against the Contractor.

The Contractor will not be assessed liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, provided however that the Contractor notifies the State of such circumstances and the State determines the event was beyond the control and without fault or negligence of the Contractor. This liquidated damages compensation will be for delay related costs only. The Contractor will remain liable for other non-delay costs actually incurred by the State such as excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Contractor.

3.19 Staffing Requirements

3.19.1 The State, at its sole discretion and at no additional cost to the State, reserves the right to reject assignment of any Contractor personnel to work on projects related to the Contract.

3.19.2 The Contractor shall assign individual staff to fulfill the following functions:

- A. Contract Administrator – the individual who will serve 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 non-technical matters; 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.
- B. Operations Manager – the individual who will meet with the Contract Manager and Agency Telecommunications Project Managers regarding status and issues on the installation of equipment and MAC work.
- C. Corporate Account Managers – the individual who will meet with the Contract Manager and Agency Telecommunications Managers to provide information regarding new and existing products.

3.19.3 Certifications of Contractor Personnel and Staff working on this Contract.

- A. Offeror’s proposed staff to provide services, support and/or maintenance for the PBX systems shall be NEC certified at the time the proposal is submitted. Staff Certifications shall accompany the resumes. Proposed staff shall be NEC certified on the equipment and software in which the Offeror is proposing that they service, install or maintain.
- B. The Contractor shall provide technical staff that has certifications including, but is not limited to, those certifications listed in Attachment L.

3.19.4 It is possible that several agencies may require installation of equipment during the same time period, necessitating simultaneous installation of new equipment while concurrently maintaining previously installed equipment. It is a vital requirement of this Contract that the Contractor shall have sufficient qualified staff in place to support a statewide nature and magnitude of this Contract. It is estimated that there are approximately 18 simultaneous projects at any given time for the State. The State does not guarantee any number of projects at any time during the resulting contract, so the number provided is for planning purposes only.

3.19.5 Each Purchase Order project shall include staff assigned to fulfill the Task Leader functions. (an individual who will manage the Contractor’s efforts in fulfilling the requirements of each Purchase Order). The individual’s experience and abilities must be related to the Purchase Order project to which the individual is assigned as Task Leader. A Task Leader must be a person in one of the following labor categories (Reference section 3.20): Project Manager, Senior Telecommunications Specialist, Systems Software Specialist, or Administrative Specialist. An individual may serve as Task Leader for one or more simultaneous Purchase Order projects.

3.19.6 The Contractor shall provide adequate staffing for overall Contract administration and for each Purchase Order project. The Offeror shall identify its proposed key staff for contract transition (Reference section 3.19.6) and overall on-going Contract administration and support. The Offeror shall identify the numbers of personnel in each labor category (Reference section 3.20) that are proposed for these services. The State requires a minimum of (1) Program Manager and six (6) Project Managers for the duration of the Contract period for meeting the requirements for this RFP. The following table provides a summary of the key labor categories required for the State for ongoing support and detailed requirements regarding the contract transition and ongoing support periods are provided in section 3.19.7. In addition to the key labor categories, the Contractor shall propose staffing for operational functions.

Labor Category	*Contract Transition Period	Ongoing Support
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Contract Administrator		1
Operations Manager		1
Corporate Account Managers		4
Program Manager		1
Project Manager		6
Senior Telecommunications Engineer		0
Telecommunications Engineer		2
Senior Telecommunications Specialist		0
Systems Software Specialist		1
Administrative Specialist		0
Total FTE		10

***The Offeror shall propose staffing for the contract transition period as part of its Technical Proposal.**

3.19.6 Contract Transition

This is the period immediately after contract award support and will be directed with a Purchase Order. Staff proposed for the transition period shall not be the same staff required to provide ongoing support. The transition period will require additional staffing for inventory validation. The Transition Purchase Order will identify the approved number of personnel and actual labor categories of such approved personnel.

3.19.7 Ongoing Staffing

Reference Sections 3.3 through sections 3.10 for overall responsibilities. The table above lists the anticipated minimum staffing needs for Ongoing PBX install, support and maintenance for upgrades and/or additions. The actual labor categories and number of staff in each will be the result of a Purchase Order, Warranty or Maintenance Agreement.

This actual work will only begin at the issuance of the signed Purchase Order and will occur simultaneously with the transition period. DBM will issue Purchase Orders accordingly.

3.20 Personnel Qualifications and Labor Categories

3.20.1 The Contractor shall provide personnel to satisfy the labor qualifications specified. In response to each task order, the Contractor shall provide personnel that satisfy the personnel qualifications specified within this section for each of the labor categories required under the specific Task. In the event that labor categories are not identified in the Purchase Order, the Contractor shall select the appropriate labor categories for the task from those specified in this section and identify personnel that satisfy the requirements of the labor categories. Any employee utilized in performance of a task shall be billed at proposed and accepted labor category.

In addition to the total and specialized experience defined in the skill categories, specific areas of required expertise may be further defined for all Contractor personnel to be assigned to work on an Agency's Purchase Order. The Offeror shall certify that the candidate meets the required qualifications. With the approval of the State Contract Manager, Contractor personnel may be approved for performance in multiple skill categories for which they are qualified. However, personnel cannot perform in multiple labor categories at the same time in a given task order.

3.20.2 Substitution of Education for Experience: A Bachelor's Degree or higher may be substituted for four years of general and specialized experience for those labor categories requiring a High

School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the Agency Telecommunication Project Manager. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of Agency Telecommunication Project Manager.

- 3.20.3 Substitution of Professional Certificates for Experience: Professional certification (e.g., Certified Novell Engineer, Oracle Certified Database Administrator, Sybase PowerBuilder Developer, Sybase EAServer Developer, Project Management Professional, Certified Public Accountant, etc.) may be substituted for general and specialized experience. The Agency Telecommunication Project Manager shall approve substitutions.
- 3.20.4 Overview of Qualifications: To perform on this contract, contractor personnel shall meet the minimum requirement for contract labor category described in this section. A summary of the labor categories is provided in Table 1. Table 1 - Skill Categories

MANAGEMENT SERIES: These positions provide for contractor program management. Such personnel will interface directly with State personnel in day-to-day management of the contract.	Program Manager Project Manager
NETWORK AND TELECOMMUNICATIONS ENGINEERING SERIES: These positions provide for design, implementation, operation, and maintenance of communications networks and telecommunications systems.	Senior Telecommunications Engineer Telecommunications Engineer
SPECIALIST SERIES: These positions provide for specialized support, which may not be in the realm of the other technical levels.	Senior Telecommunications Specialist Administrative Specialist

Each labor category and the personnel classifications are fully defined in the following sections of this solicitation.

- 3.20.5 Task Leader: A Task Leader shall be named by the Contractor to manage the Contractor's efforts in fulfilling each task order. The task leader for a task order will be person assigned to and performing on the task order.
- 3.20.6 Substitution of Personnel.
- A. All personnel described in the Offeror's proposal shall perform continuously for the duration of the Purchase Order, and for so long as performance is satisfactory to the Agency Telecommunication Project Manager.
 - B. The Agency Telecommunication Project Manager shall give written notice of performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance of the Agency Telecommunication Project Manager. Should performance issues persist, the Agency Telecommunication Project Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Contractor's Project Manager, and determine whether a substitution is required.
 - C. The Contractor may not substitute personnel, other than by reason of an individual's death, sudden incapacitating illness; projected to last more than 5 days, etc. or termination of

employment without prior written approval of the Agency Telecommunication Project Manager. The Agency Telecommunication Project Manager's approval will not be unreasonably withheld.

- D. To replace any personnel specified in the Contract, the Contractor shall submit resumes of the proposed substituted personnel, specifying the intended approved labor category, to the Agency Telecommunication Project Manager. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Agency Telecommunication Project Manager upon recommendation by the State Contract Manager that the proposed substitutes meet the minimum qualifications specified for the Contract. The Agency Telecommunication Project Manager will arrange for the interview of the substitution personnel. After interviewing, the Agency Telecommunication Project Manager will notify the Contractor in writing of the acceptance or denial of the requested substitution.

3.20.7 Experience/Education Definitions

The following definitions apply to the labor categories below. If an item is not listed it does not apply to that category.

3.20.7.1 Experience Requirements

- A. Total Experience. Minimum years of general experience in telecommunications systems technology.
- B. Specialized Experience. Minimum specific experience required directly relates to the particular skill category and level. The experience is not in addition to but is a part of the general experience required in the paragraph above.
- C. Task Leader. Indicates this category may serve as a task leader on one or more task orders. Management experience is required. Task leaders shall have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category

3.20.7.2 Education and Other Requirements: Minimum educational requirements needed to qualify for the position. The Agency Telecommunication Project Manager may approve substitutions of experience and/or certifications for education if the Agency Telecommunication Project Manager determines the experience is superior in nature and provides the skills at a level necessary to successfully perform the duties of the position.

3.20.7.3 Duties: Immediately following experience and education requirements are the representative functions of the position.

3.20.8 Labor Categories

3.20.8.1 Management Series

A. Program Manager

Total Experience: Ten (10) years of progressive experience in large-scale telecommunications systems support activities such as system design, system operations, and all activities related to maintenance and telecommunications life cycle activities. Shall have proven expertise in the management and control of costs and resources and demonstrated capability in managing multiple projects of this type and complexity.

Education and other requirements: A Bachelor's degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems,

Engineering, or other related business or technical discipline. A Master's Degree is preferred.

Duties: Supervision of all on-going projects. Organizes, directs and manages the contract's operation and maintenance function. Manages the telecommunication support, operations and maintenance functions such as telecommunication system maintenance, etc. Communicates with all levels of management. Meets with State personnel and contractor personnel to formulate and review plans and deliverable items. Ensures conformance with task schedules and costs.

B. Project Manager

Total Experience: Eight (8) years of experience in initiating, planning, organizing, directing, and controlling telecommunication systems projects.

Task Leader: This category may serve as a task leader on one or more work orders.

Specialized Experience: Three (3) years of specific experience in managing projects according to the PMI practices and procedures. This responsibility includes, but is not limited to, developing project plans, budgeting, estimating, and scheduling, developing risk management plans, and all other plans associated with project plan development and execution.

Education and other requirements: A Bachelor's degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering, or other related business or technical discipline. Project Management Institute Certification is highly desired.

Duties: Develop complete project plans as required for Telecommunication System projects. Plan, organize, direct, and control Telecommunication System projects. Review project documentation developed by others. Meet with State personnel and Contractor personnel to review and approve project documentation. Communicates with all levels of management. Manages configuration management task during project development phase. Ensures project tasks are completed correctly, efficiently, on schedule and within cost.

3.20.8.2 Network Engineering Series

A. Senior Telecommunications Engineer

Total Experience: At least ten years of telecommunications experience.

Education: Bachelor's Degree from an accredited college or university in Engineering, Telecommunications, Computer Science, Information Systems or other related scientific or technical discipline. A Master's degree is preferred.

Duties: Provides engineering and technical support for Statewide telecommunications projects and services. Provides designs and applications to insure overall technical integrity. Provides high-level planning for the systems used by telecommunications organizations. Performs process and data modeling for the planning and analysis of automated tools. Provides technical expertise and guidance in engineering techniques and automated support tools. Provides assistance with planning, design, cost/benefit analysis, assessment of configurations and performance measurements, development, implementation and recommendations for staffing levels for telecommunications systems and processes.

B. Telecommunications Engineer

Experience: Three (3) to five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff.

Education: Bachelor's Degree in Telecommunications, Computer Science, Information Systems, or other related field or equivalent work experience.

Duties: Responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecommunication function (i.e., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

3.20.8.3 Specialist Series

The following general requirements apply to all personnel in the Specialist Series:

Total Experience: Five (5) years progressive experience in Telecommunication systems analysis.

Specialized Experience: Three (3) years intensive and progressive specific experience in the specialty.

Task Leader: These categories may serve as a task leaders on one or more work orders.

Education and Other Requirements: A Bachelor's degree from an accredited college or university with a major in Telecommunications, Computer Science, Engineering, or other related scientific or technical discipline.

Duties: Augments other skill categories by providing unique telecommunication systems knowledge in areas that require in-depth current knowledge of a specialized telecommunications discipline. Such specialized knowledge can only be achieved through intensive, extensive, and continuous application of the specialty at a level exceeding that of the more general and broad based telecommunications requirements of the skill category series. May participate in all phases of task performance with emphasis on the planning, analysis, testing, documentation, and acceptance phases. Prepares and delivers presentations and briefings as required.

A. Senior Telecommunications Specialist

General Experience: At least ten (10) years telecommunications experience.

Specialized experience: At least seven (7) years experience as a consultant or engineer in the telecommunications field in the private or public sector.

Education: Master's degree in addition to Bachelor's Degree preferred.

Duties: Identifies problems and recommends solutions for telecommunications organizations. Performs process and data modeling in support of the planning and analysis for using automated tools. Evaluates controls and makes recommendations. Provides planning, analysis, strategic planning, design, development, implementation and post-implementation for telecommunications projects.

B. Administrative Specialist

Duties: Compile and maintain data concerning project activities. Perform analysis of Contractor billing data, specific task order estimated costs and actual costs. Maintain project records and other information as necessary. Shall be experienced with standard office automation software.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

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

4.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and six (6) 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.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the 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”).

4.4 Volume I – Technical Proposal

4.4.1 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.

4.4.2 Required Submissions to be Submitted by Offeror:

- A. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit (See Attachment D-1)

- C. The Offeror is required to submit an executed original Bid Bond, or other suitable security (ref. Section 1.30). A Bid Bond may be found in Attachment H. Proposals shall not be considered without this submission.

4.4.3 Format of Technical Proposal

Technical Proposals shall be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and shall bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, six (6) copies and the electronic version shall be provided.

Section 3 of this RFP provides requirements and Section 4 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:

4.4.3 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. The title page shall be followed by a table of contents for the Technical Proposal.

4.4.4 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. Exceptions to terms and conditions may result in rejection of the proposal and classified as not reasonably susceptible of being selected for award.

4.4.5 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and particularly with large-scale PBX equipment and software installation and maintenance General requirements of the Offeror and personnel are outlined in Section 3. Offerors shall describe how their organization can meet the qualifications of this RFP and shall include the following:

- 4.4.5.1 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 PBX equipment and software services, key business partners, and the number of employees dedicated to providing installation and maintenance of PBX equipment;
 - a comprehensive description of the Offeror's experience in supplying and maintaining the proposed systems and services requested by this RFP;

- technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of PBX equipment and software within the locations involved in the direct support of the facilities detailed in this RFP;
 - experience, training and certification relative to the specific components of hardware and services of this RFP for employees associated with providing installation and maintenance of PBX equipment and software within the locations involved in the direct support of the facilities detailed in this request for RFP;
 - the number of clients and geographic locations the Offeror currently serves; and,
 - requirements analysis, design, and implementation of PBX equipment and software.
- 4.4.5.2 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.
- 4.4.5.3 At least three (3) references from its customers who are capable of documenting:
- A. The Offeror's ability to manage projects of comparable size and complexity.
 - B. Each client reference shall be from a client for whom the Offeror provided service and maintenance on PBX equipment and software 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. A list of all work in excess of \$1,000,000 performed for the State of Maryland within the last five (5) years, with the following information provided for each project: Agency Name, Agency Point of Contact Name and Phone Number, Dates of Performance, Contract Value, Type of Contract, Brief Description of Services & Products Provided.

4.4.6 Personnel

The Offeror shall describe its personnel capabilities in compliance with Section 3.20. Resumes shall be provided for all key personnel proposed for this RFP.

If the Offeror believes additional labor categories are needed, they should identify them to the Procurement Officer during the pre-proposal conference. No other labor categories than those listed in Section 4 or as amended to the RFP will be accepted for this Contract.

4.4.7 Offeror Technical Response to RFP Requirements

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

4.4.8 Service Center Capabilities

The Offeror shall describe in detail the operation and organization of their main service center including hours of operation, staffing at this location, and experience of key personnel (Reference section 3.3.5). The Offeror shall describe their remote maintenance capability. The State reserves the right to inspect the Offeror's main service center prior to award. The Offeror shall describe all other locations from which maintenance personnel may be dispatched or which are capable of servicing the equipment remotely.

4.4.9 Cabling and Wiring

The Offeror shall describe in detail their capabilities in performing cabling and wiring service as outlined in section 3.6.

4.4.10 Plans and Procedures

Offeror shall include the following plans and procedures as part of their proposals:

- A. Emergency Call Procedures as outlined in section 3.11.10.1
- B. Disaster Recovery Plan as outlined in section 3.11.10.4
- C. Business Process for tracking invoices, price quotes and maintenance costs as outlined in section 3.17.1
- D. Transition Plan as outlined in section 3.14.
- E. Master contract milestones and deliverables as outlined in section 3.12

4.4.11 Financial Capability and Statements

The Offeror shall include the following:

- A. **Financial Statements.** Provide copies of the last two (2) year end financial statements (independently audited preferred)

4.4.12 Legal Actions Summary

The Offeror shall include the following:

- A. A statement as to whether there are any pending legal actions against the Offeror, and a brief description of any such action.
- B. A brief description of any settled claims against the Offeror over the past three (3) years.
- C. A description of any judgments against the Offeror within the past five (5) years, including the case name, number, court, and the case description.

The information specified above should be limited to information technology and telecommunications services or projects within the United States.

4.4.13 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance, which, at a minimum, should contain the following:

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.

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

4.4.14 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.

4.4.15 Subcontractors

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

4.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor shall submit an original unbound copy, six (6) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in **Attachment F**. Complete the cost sheets only as provided in the Price Proposal Instructions.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.2 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 4.4.7)
2. Offeror Experience and Capabilities (Ref. Section 4.4.5)
3. Service Center Capabilities (Ref. Section 4.4.8)
4. Personnel Proposed (Ref. Section 4.4.6)
5. Plans and Procedures (Ref. Section 4.4.10)
6. Approach to satisfying the Cabling and Wiring Requirements (Ref. Section 4.4.9)
6. Economic Benefit Factors. (Ref. Section 4.4.14)

5.3 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.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. 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.

5.5 Selection Procedures

5.5.1 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.

5.5.2 Selection Process Sequence

- 5.5.2.1 The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP and compliance with proposal format set forth in Section 4 of this RFP. Offerors who fail to meet these basic requirements will be disqualified and their proposals eliminated from further consideration.
- 5.5.2.2 The next level of review 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.
- 5.5.2.3 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.
- 5.5.2.4 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, at a minimum to give the Offeror an opportunity to question the State's development of a projected claim cost figure for the Offeror's proposal.
- 5.5.2.5 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).

5.5.3 Award Determination

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

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A is the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon notification of proposed contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form shall be completed and submitted with the Offeror's Technical Proposal.

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

ATTACHMENT D-1 – MBE Utilization and Fair Solicitation Affidavit. This form shall be submitted with the Offeror's Technical Proposal.

ATTACHMENTS D-2, D-3, and D-4 – Other MBE forms. These shall be submitted to the Procurement Officer by the selected Offeror within 10 working days of notification of proposed contract award.

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.9 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Price Proposal Instructions and Forms. Price Proposal forms shall be completed and submitted as the Financial Proposal.

ATTACHMENT G – State IT Security Policy and Standards.

ATTACHMENT H – Bid Bond.

ATTACHMENT I – Performance Bond.

ATTACHMENT J – Agency Inventory Summary Report. A list of telecommunication systems by agency.

ATTACHMET – K – Work Order

ATTACHMENT L – List of Certifications

ATTACHMENT M – System Security Audit Form