

Request for Proposals

**PBX, EKTS, HYBRIDS, VoIP AND OTHER PERIPHERALS
EQUIPMENT, SOFTWARE, SERVICES AND MAINTENANCE**

PROJECT NO. 050R5800226



DEPARTMENT OF
BUDGET & MANAGEMENT

Issue Date: April 5, 2005

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this Contract, please fax this completed form to: 410-974-3274 to the attention of Gisela Blades.

Title: STATE OF MARYLAND PBX, EKTS, HYBRIDS, VoIP AND OTHER PERIPHERALS EQUIPMENT, SOFTWARE, SERVICES AND MAINTENANCE

Project No: 050R5800226

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, EKTS, HYBRIDS, VoIP AND OTHER PERIPHERALS
EQUIPMENT, SOFTWARE, SERVICES AND MAINTENANCE**

PROJECT NUMBER 050R5800226

RFP Issue Date: April 5, 2005

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: April 18, 2005 10:00AM
300 West Preston Street
Auditorium
Baltimore, MD 21201
For directions, call the Service Desk at 410-260-7778

Closing Date and Time: May 27, 2005 - 2:00PM Local Time

NOTE

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Budget and Management, Office of Information Technology is issuing this Request for Proposal (RFP) to secure a cost effective means to provide:
- 1) PBX, EKTS, Hybrids, VoIP and other peripherals equipment, software, service and maintenance;
 - 2) Wiring and cabling services for the implementation, servicing and maintenance of the systems; and,
 - 3) Engineering Solutions Support.
- 1.1.2 The State intends to award one statewide contract to one Contractor deemed best qualified by the State to provide all equipment from prime manufacturers NEC, Siemens, Avaya, Nortel, and Panasonic, software, services and maintenance as listed in 1.1.1. Therefore, Offerors are encouraged to pursue business partnerships, sub-contracting agreements, or whatever else necessary to create a comprehensive proposal that meets this goal. If, however, no satisfactory contract can be awarded to a single vendor, this solicitation may result in multiple contract awards.
- 1.1.3 The State intends to use the resulting contract(s) to the extent possible, but reserves the right to procure services from other sources when it is in the best interest of the State to do so.
- 1.1.4 The State Department of Budget and Management will manage the Contract resulting from this RFP, except as provided in 1.35.

1.2 Abbreviations and Definitions

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

- a. **After Hours** – The time period outside of Normal State business accept Sundays (8:00a.m. – 5:00 p.m. Monday through Friday except State Holidays).
- b. **Agency** – The unit of the Maryland State government procuring equipment and services through the Contract(s) and Purchase Orders issued as a result of this RFP.
- c. **Audiotext** – The delivery of pre-recorded, digitally stored voice information over the telephone. Audiotext only allows the dissemination of information, not the storage of information from callers.
- d. **Automatic Call Distributor (ACD)** - A specialized phone system originally designed simply to route an office's incoming calls to all available personnel so that calls are evenly distributed.
- e. **Auxiliary Equipment** – Bells, buzzers, modems, lights, door answering and opening circuits, paging, and similar equipment.
- f. **Basic Rate Interface (BRI)** – Supports a total signaling rate of 144 Kbps, which is divided into two B (Bearer) channels which run at 64 Kbps, and a D (Delta, or Data) channel which runs at 16 Kbps.

- g. **Catastrophic Failures** – A total disruption of service when one hundred percent (100%) of the calls cannot be processed.
- h. **CODEC** – A sophisticated digital signal processing unit that takes an analog input and converts it to digital on the sending end; at the receiving end the process is reversed to take the digital signal and reconvert it analog.
- i. **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us
- j. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- k. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- l. **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.
- m. **Cut-over** – Physical changing of lines from one phone system to another, or the installation of a new system.
- n. **DBM** – Maryland Department of Budget and Management
- o. **Echo** – The reflection of sound waves that result when they bounce off an object such as a window or wall. Reflected signals sound like a distorted and attenuated version of a talker’s speech.
- p. **Echo Cancellation** – A process that uses a mathematical “guess” at an echo and removes that portion of the signal from an audio waveform so as to eliminate acoustical echo.
- q. **Electronic Key Telephone System (EKTS)** – A key telephone system in which the electromechanical relays and switches have been replaced by electronic devices – often in the phone and in the central cabinet.
- r. **Fax On Demand Software** – Allows users to request fax documents from remote machines.
- s. **Fixed Hourly Labor Category Rates** – Fully loaded hourly rates by labor category established in the Master Contract that include all direct and indirect costs and profit for the Contractor.
- t. **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 that in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping cost that cannot be directly attributable to a single Purchase Order.
- u. **H.320 Standard** – Standards, as set and amendment by the International Telecommunications Union (ITU-T), that allow ISDN BRI videoconferencing systems and videophones to communicate with each other.

- v. **H.323 Standard** – Standards, as set and amendment by the International Telecommunications Union (ITU-T), which defines a set of call control, channel setup and codec specifications for transmitting real-time voice and video over networks.
- w. **Hybrid (Hybrid Key System)** - A system that has attributes of both Key Telephone Systems and PBXs.
- x. **IMUX Inverse Multiplexing** – A device to combine multiple trunks into a wider bandwidth.
- y. **IP Telephony** – Two-way transmission of audio over a packet-switched IP network (TCP/IP network). When used in a private intranet or WAN, it is generally known as “voice over IP”, or “VoIP”. When the transport is the public Internet or the Internet backbone from a major carrier, it is generally called “IP telephony” or “Internet telephony”. However, the terms IP telephony, Internet telephony and VoIP may be used interchangeably. This conforms to the H.323 standard.
- z. **ISDN** – Integrated Services Digital Network.
- aa. **Interactive Voice Response (IVR)** – A system that uses remote touchtone telephones to: capture data, route phone calls, provide information, validate information, activate accounts or process orders for a caller.
- bb. **Lightning Protection** – The protector block between inside and outside wiring/facilities providing protection against hazardous voltages, currents, or lightning surges and strikes that exceeds 600 volts.
- cc. **LEC** – Local Exchange Carrier.
- dd. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- ee. **MAC** – Moves/Adds/Changes
- ff. **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.
- gg. **Manufacturer’s Suggested Retail Price List (MSRP)** – Document made available by the manufacturer of a product line that includes all of the manufacturers’ products and services and pricing available to the public at large.
- hh. **Manage Network Services** – Ability to securely manage and monitor a PBX, EKTS or Hybrid system from a remote location.
- ii. **MBE** – Minority Business Enterprise

- jj. **MDF** – Main Distribution Frame
- kk. **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.
- ll. **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_Publishing/public_content/dbm_taxonomy/employee_services/holidays2004.html)
- mm. **Offeror** – An entity that submits a proposal in response to this RFP.
- nn. **OIT** – Department of Budget and Management Office of Information Technology
- oo. **Paging System** – Allows users to make announcements through speakers in phones or speakers in the ceiling.
- pp. **Performance Period** – An operation testing period of thirty (30) days on the terms and conditions as specified in Section 2.13.
- qq. **Private Branch Exchange (PBX)** – A private telephone switching system, located on a customer’s premises with an attendant console. It is connected to a common group of lines from one or more central offices to provide service to a number of individual phones.
- rr. **Picture-in-Picture (PIP)** – The ability to open a video window in order to display a second video input on a monitor.
- ss. **PMP** – Project Management Plan
- tt. **Purchase Order (PO)** - A binding agreement between the State and the Contractor for items or service identified at the specified price.
- uu. **Request for Proposal (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050R5800226, dated April 5, 2005, including any amendments.
- vv. **UAT** – User Acceptance Testing
- ww. **Video Teleconferencing (VTC)** – The real-time, and usually two-way, transmission of digitized video images, between two or more locations.
- xx. **Voice Mail System** – A device to record, store and retrieve voice messages.
- yy. **Voice over IP (VoIP)** – The technology used to transmit voice conversations over a data network using the Internet Protocol.

1.3 Contract Type

The contract that results from this RFP shall be an indefinite quantity, Fixed Unit Labor, Service and Equipment Price contract (as defined in COMAR 21.06.03). 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 five (5) years. The Contract term shall begin upon execution of the contract by DBM and will expire five (5) years thereafter.—

1.5 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.

1.6 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
Office of Information Technology
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.

1.7 Pre-Proposal Conference

A pre-proposal conference (Conference) will be held on April 18, 2005, beginning at 10:00 AM, in the Auditorium at 300 West Preston Street, Baltimore, MD 21201. 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 of and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Pre-proposal Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM on April 14, 2005, 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

Proposals, in the format and number specified in Section 3 of this RFP must be received by the Procurement Officer, at the address listed in Section 1.6, **no later than 2:00 PM (local time) on May 27, 2005** in order to be considered.

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

COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, on **May 27, 2005** at 2:00 PM (local time) will not be considered.

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

1.12 Duration of Offer

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

1.13 Revisions to the RFP

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

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

1.14 Cancellations; Discussions

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

1.15 Oral Presentation

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation and responses to any requests of the Procurement Officer must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding upon the Offeror if the Contract is awarded. The Procurement Officer will notify Offeror's 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. All Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.25 below. If an Offeror that seeks to perform or provide the services required by this RFP is subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 Mandatory Contractual Terms

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

1.23 Proposal Affidavit

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

1.24 Contract Affidavit

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

1.25 Minority Business Enterprises

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

An MBE subcontractor participation goal of 35% has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the MBE goals in such subcontract awards with businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

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

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

1.26 Arrearages

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

1.27 Procurement Method

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

1.28 Verification of Registration and Tax Payment

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

1.29 False Statements

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

- (a) In connection with a procurement contract a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.30 Bid Bond

A bid bond or other suitable security in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) must 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 then-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 (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guaranty up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA 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 must 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 MSBDFA. The applicant must 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, must 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

The Contractor shall ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See COMAR 17.06.02. for the official regulation. Attachment L is a synopsis of the standards.

1.34 Payments by Electronic Funds Transfer

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

<http://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 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 – SCOPE OF WORK

2.1 Purpose

- 2.1.1 The State intends to award one statewide contract to one Contractor to provide a time and cost efficient mechanism for individual State agencies, counties, and municipalities to purchase required equipment (manufactured by NEC, Siemens, Avaya, Nortel and Panasonic), software, services, and maintenance for PBXs, EKTS, Hybrid, VoIP and other peripherals, wiring and cabling services, and engineering support services. Therefore, vendors are encouraged, if necessary, to form business partnerships, sub-contracting agreements, or whatever else appropriate to create the foundation for a comprehensive proposal that meets this goal. If, however, no satisfactory contract can be awarded to a single vendor, this solicitation may result in multiple contract awards.
- 2.1.2 Contractor shall provide equipment, software, services, and maintenance to include: Private Branch Exchanges (PBXs), Electronic Key Systems (EKTS), Hybrids, Voice over IP (VoIP), Video Teleconferencing (VTC), Interactive Voice Response (IVR), Automated Call Distribution (ACD), Voice Mail System, Management of Network Services, Telecommunication Management Tools, and Paging Systems.
- 2.1.3 The State requires engineering solutions support for all systems for issues such as internetworking systems to operate with networkMaryland. Only wiring and cabling services related to systems described within this RFP shall be obtained from the resulting Contract.

2.2 Background

- 2.2.1 Over the past 6 years, there was no Contract in place to purchase PBX, EKTS, Hybrids and other peripherals (other than NEC brand equipment) and agencies have procured these types of systems using individual procurements for each project.

2.3 General Service Requirements

- 2.3.1 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 construction manager who will establish the appropriate installation schedule.
- 2.3.2 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.
- 2.3.3 The Contractor shall be responsible for removing and preparing for collection and transportation (i.e. boxing) of disconnected equipment to a location specified by the State. The Contractor shall prepare an inventory of all removed equipment along with corresponding State asset tag information, and provide that inventory to the Agency Telecommunications Project Manager,

with a copy to the State Contract Manager (CM), at the time such equipment is prepared for collection and transportation.

- 2.3.4 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 as requested. Replacement of auxiliary equipment shall be done only in accordance with Section 2.4.4 of this RFP.
- 2.3.5 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 LEC as a result of misdiagnosis or troubles caused by equipment supplied or action taken by the Contractor.
- 2.3.6 The Contractor shall follow Using System Development Life Cycle methodology (SDLC) (See State of Maryland SDLC at URL: <http://www.dbm.Maryland.gov> - select Technology and Policies and Publications), and comply with the State of Maryland Information Technology Security Policy and Standards (See Attachment G) as representing industry best practices. The Contractor support shall include but not be limited to as required, any planning, analyses, design, testing, implementation, performance testing, inventory control, quality assurance, security/vulnerability assessments, and documentation thereof as directed by the State or as appropriate for maintaining best practices.
- 2.3.7 For solutions where financial accounting is performed by the system, or where the Contractor is responsible for asset management, the Contractor shall ensure that any financial accounting for fixed and capital assets which may be performed shall comply with Government Accounting Standards Board Statement No. 34 (GASB 34). For the applicable accounting principles see the URL: <http://www.gasb.org/repmode/index.html>
- 2.3.8 Confidentiality. The Contractor and each of its principal sub-contractors, if any, shall agree to enter into a binding contract that provides for the confidentiality of all privileged records, proprietary information and documentation created or maintained by, or held on behalf of, the Agency.
- 2.3.9 Compatibility. The Contractor shall ensure that any and all of their support does not compromise system (system level or component level) compatibility. The Contractor shall be fully responsible for any compatibility issues that arise from their support to the contract.

2.4 General Equipment Requirements

The Contractor shall comply with the following minimum requirements:

- 2.4.1 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.
- 2.4.2 During the contract period, the State may request the Contractor to provide samples, free of charge, of specific new equipment items for non-destructive beta- and compatibility testing to existing equipment. This process may take up to 30 consecutive calendar days, after which these samples may become part of an order, or, if not satisfactory, be returned at the Contractor's expense.

- 2.4.3 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.
- 2.4.4 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.
- 2.4.5 Any reserve power system offered shall not require dedicated ventilation. The Contractor shall comply with all federal, state, and local safety codes.
- 2.4.6 All PBX, EKTS, Hybrids and VoIP 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.

2.5 Technical Requirements

2.5.1 PBXs, EKTS, Hybrids and VoIP

The Contractor shall comply with the following minimum requirements for PBXs, EKTS, Hybrids and VoIP including upgrades and additions installed by the Contractor:

- A. The systems shall be built to include a 25% future modular growth in total for the life of the Contract. Systems that must be replaced to accommodate growth will be considered unacceptable.
- B. 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.
- C. MAT (Maintenance Administration Terminal). All system administration shall:
 - 1. Be performed through the system console;
 - 2. Be accomplished by making selections from on-screen menus;
 - 3. Have data fields with descriptive text in plain English; and
 - 4. Have and generate System Reports meeting the following requirements:
 - a. All system reports shall be accessed by making selections from on-screen menus and be directed to either the system monitor or attached printer.
 - b. No report shall interrupt normal system operation.
- D. The 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 system.
- E. The systems installed by the Contractor shall have the capability of being networked and the Contractor shall have the capability to install and network the equipment.
- F. System and Database Backups
 - 1. The Contractor shall perform a full system and database backup prior to making any changes to the telephone system.
 - 2. 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.
 - 3. 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).
 - 4. Off-site storage may be audited without prior notification to the Contractor.
- G. The Contractor shall conduct a security audit on all installed PBX, EKTS, Hybrid and VoIP 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 K for a sample security audit.
- H. The Contractor shall perform yearly Vulnerability Assessments on all installed PBXs in accordance with NIST Special Publication 800-24. The Contractor shall provide a written schedule of when the Assessments will be performed and a written report of the results.
- I. 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.
- J. All station and system features shall be available and accessible to all station terminal equipment at no additional cost.
- K. 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 or response to a Budgetary request and Purchase Order.

1. Accounting and billing software shall include features such as call accounting by extension, trunk, department, and user defined groups.
 2. Training on the SMDR system shall be included in the price of each baseline configuration.
 3. The accounting and billing software shall include the most current State rate tables.
- L. All reports shall be accessed by making selections from on-screen menus and can be directed to either the system monitor or an attached printer. No report shall interrupt normal system operation.
- M. The system shall provide a Computer Telephone Integration (CTI) function, which integrates voice call and stored data and brings both to a single agent, so that when a call is on the agent's phone, the relevant data is displayed on the agent's screen simultaneously.

2.5.2 Video Teleconferencing (VTC)

The Contractor shall comply with the following minimum requirements:

- A. The Contractor shall provide "turnkey" solutions and systems integration and support for video teleconferencing for the State of Maryland. The Contractor must provide all equipment, adjunct devices, ancillary equipment, services, maintenance, software and the necessary work to deliver fully functional and operational VTC service. Network transport (i.e., ISDN, DS-1 or LAN) services are not a part of this solicitation. The Contractor shall be responsible for all equipment from the transmission media interface. This includes NT-1 interfaces and inverse multiplexing equipment (IMUX). VTC service shall start at the communications network interface (ISDN, DS-1 or Ethernet wall jack) and include all equipment, software, and firmware necessary to provide Video Teleconferencing.
- B. The proposed solutions shall include, but not be limited to the following functions:
1. Full motion video and simultaneous graphics
 2. Support multiple line rates
 3. Built-in and remote diagnostics and reporting
 4. Ability to be enhanced in the field with expansion modules and/or algorithm control software to improve performance or compliance with additional CODEC standards.
 5. Support multi-point conferencing capabilities, auto rate adjustment, application and/or document sharing capabilities.
 6. Handle a number of display alternatives (full screen, quad-screen, picture-in-picture etc.), in order to enhance teleconferencing effectiveness when a single video display is utilized.
 7. Handle VCR (playback and record), personal computer, camera pan and tilt, and document camera.
 8. Support DVD technology.
 9. Fully compliant with all applicable international standards.
 10. Wireless or wired control system input.
 11. Auto answer capabilities, dial capabilities, disconnect capabilities, loop back capabilities.
 12. Automatically provide standards conversion if the transmit standard differs from that at the receive location.
 13. Have Echo cancellation.
 14. Able to handle H.320 and H.323 standards.

2.5.3 Telecommunication Management Tools

- A. The Contractor shall provide Telecommunications Management Tools that include one or more of the following types of management modules:
1. **Inventory** - Tracks warranties, vendors, and manufacturer for inventory.
 2. **Cable** – Documents telecom and data cables, cross connects, termination hardware and termination positions.
 3. **Work Order & Service** – Allows a user to define and automate an organization’s workflow for work requests such as adding telephones, deleting mailboxes, disconnecting extension, etc.
 4. **Invoice Verification** – Compares monthly service invoice to call accounting records and reports differences between the two.
 5. **Billing** – Provides a way to charge customers, departments, or agencies for calls, equipment, and services.
 6. **Contract & Vendor** – Documents important Contract and vendor information such as vendor name, address, contact information, response times, Contract start and end dates, etc.
 7. **Problem/Trouble Tracking** – Record and track telecommunications problems and solutions.
 8. **Traffic Analysis** – Reads information from the switch and allows the user to view it as a variety of graphs and charts, which helps users to predict and intercept problems before they occur, decipher problems and plan for expansion.
 9. **9-1-1 ALI (Automatic Location Information)** – Records location information for each phone number and allows information to be sent to the National Emergency Number Association (NENA).
 10. **Emergency Notification On-Site** – Monitors designated “Trunk Route” on specified PBXs. When an outgoing call utilizes the monitored trunk, a message from the PBX is sent to the software. The software follows pre-determined business rules for notification. Notification can include screen-pops, play wave files, disable screen savers on user’s PC, make an outgoing call or notify a pager, send an email or do all of the above simultaneously or in a prioritized order.
- B. The Contractor shall provide Automated Telecommunications Management Tools that meet or exceed the following requirements:
1. Accessible over the Internet using SSL or a site- to-site VPN that adheres to the Maryland State IT Security Policy (Reference Attachment G).
 2. Contain integrated databases. Changes effecting one function should update others. For example, adding a new station to the system should update the inventory, cable plant, billing, and directory sub-systems without duplicate data entry.
 3. Include a direct link between the management system and the switch. Any change in the switch database should be automatically reflected in the management system and vice versa. Duplicate data entry should be avoided.
 4. Provide data entry that is real-time, on-line update with full editing capabilities in numerous locations.

5. Allow expansion of data elements and modules without major impact on other parts of the system.
6. Include flexible and easy maintenance.
7. Provide quick and complete database recovery in case of system failure. Documented procedures shall be available for continued operation in the event of such a failure.
8. Maintain system security through techniques such as multilevel passwords and terminal protection, anti-virus software, and firewalls as well as maintenance of comprehensive audit trails, which may be easily accessed. This security shall adhere to the Maryland State IT Security Policy. (Reference Attachment G)
9. Capable of adding, modifying, deleting, searching and printing a complete or selective listing of all telephones, station assigned user, ancillary equipment, telephone extensions and data communications equipment. The system should provide for easy export to MS Word or other text editor to facilitate production of directories and inventories.
10. Provide a problem reporting function. The problem report database should, as a minimum, support the following fields: date and time the problem is reported, date and time the problem is cleared, description of the problem, user comments, actual problem found, name of repair person who cleared the problem, and whether or not this is a recurrence of a previously reported problem. The State requires that the name, room number, and phone number of the person reporting the problem be recorded.
11. Allow for filtering and sorting results by:
 - a. Sort numbers by account code;
 - b. Sort accounts by name;
 - c. By date/time; and
 - d. Filtering operators similar to: "Includes", "Doesn't Include", "=>", "<=", and "Like".

2.6 Statement of Manufacturer Support

2.6.1 All Offerors must be authorized by the manufacturer to sell, install, and configure the proposed manufacturer's products.

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

2.6.2 If the Offeror is not the manufacturer, the Statement of Manufacturer Support must, 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 bind the manufacturer 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.

2.6.3 If the Offeror is the manufacturer, the Statement of Manufacturer Support must 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.

2.7 Cabling and Inside Wiring

2.7.1 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.

2.7.2 When installing, upgrading or adding to a system or system network, the Contractor shall be responsible for all associated cabling and inside wiring for the installation, upgrade or addition. **The following requirements do not apply to Management of Network Services and Telecommunication Management Tools.** The Contractor shall supply and install cabling to support the cabling requirements associated with State agencies. The Contractor shall adhere to the following minimum requirements when installing and providing cabling and inside wiring for services and equipment for PBXs, EKTS, Hybrids, VoIP, VTC, IVR, ACD, Voice Mail, and Paging systems:

- 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.

- 2) Establish a building-cabling infrastructure that supports the current and future requirements of the building's occupants.
- 3) Meet or exceed the then applicable American National Standard Institute (ANSI), Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568 and 569 specifications.
- 4) Contractors shall provide, for every job, written certification that all cables and services supplied meet all current applicable ANSI EIA/TIA specifications.
- 5) All cable installations shall be completed in a safe, neat, professional, structured manner and conform to industry standards for installation. Cables shall be installed using tie wraps, J-hooks, etc.
- 6) All work spaces shall be cleaned up and put back in the order in which it was found.
- 7) Test installed product and provide written certification test results of all cable installations meeting standards in 2.7.2 #3, within seven (7) business days from job completion prior to State acceptance or a longer timeframe as specified in the Purchase Order.
- 8) Adhere to all applicable National, State and Local electrical codes, laws and/or requirements for cable installations.
- 9) Obtain all applicable permits needed for the installation of cabling.
- 10) Provide two (2) hardcopy and softcopy sets of "as built drawings" for cable projects or update existing "as built drawings" documentation to the Agency Telecommunications Project Manager.
- 11) 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.
- 12) 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.

13) 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

14) 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.

15) 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.

16) No splices of any type shall 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.

17) 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.

18) 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.

2.8 Asbestos Related Installations

In circumstances where asbestos is found, the Contractor is to stop work and notify the State CM, the Agency point of contact, and the proper State authorities immediately that asbestos has been found. The State will notify the Contractor when the Contractor is authorized to resume work.

2.9 Security Requirements

2.9.1 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.

2.9.2 IT Security

2.9.2.1 Security Regarding Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to any part of any Agency's network without prior written approval by the State. The State will provide equipment as necessary for support that requires a direct connection to the State's network, or give prior written approval as necessary for connection.

2.9.2.2 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 network, as directed and coordinated with the Agency Telecommunication Project Manager, and the State Contract Manager.

2.9.3 Physical Security:

2.9.3.1 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.

2.9.3.2 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.

2.9.3.3 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 Subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for

review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.

- D. At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.10 Product Documentation

The Contractor shall comply with the following minimum documentation requirements:

- 2.10.1 At the time of equipment installation, documentation shall be provided to the using Agency. The documentation shall include detailed instructions regarding installation, rack elevations, hardware and software 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 and description 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).
- 2.10.2 Documentation shall be provided in hardcopy and softcopy, in a format acceptable (MS Word, Visio, Access, , 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.
- 2.10.3 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 cutover. 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
- 2.10.4 Provide one (1) electronic copy of system maintenance manuals/practices to the using Agency (Note: Ensure the State has the right to make unlimited copies of the documentation for use by the using Agency.)
- 2.10.5 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.
- 2.10.6 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.
- 2.10.7 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, 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.

2.10.8 In response to a Purchase Order, the Contractor shall provide the required documentation within the timeframe identified in the Purchase Order to the requesting Agency. The following are examples of documentation that may be requested: Project Management Plans (including Project Plan), Staffing Plans, Design plans, Conversion Plans, Contingency Plans, Configuration Management Plans, Schematics/Drawings, Cable Records, Security Risks Assessments, Test and Evaluation Plans, Security Plan, Disaster Recovery Plan, Quality and Configuration Management Plan, Maintenance Records, Implementation Plan, Training Plan, Error and Corrective Action Plans, and Architecture Plans (including Schematics/Drawings, Cable records, etc). Additional information or documentation may be requested as part of a Purchase Order Request. The Contractor shall honor all reasonable requests for additional information or documentation as part of a Purchase Order request.

2.11 Training

The Contractor shall comply with the following minimum requirements:

2.11.1 Training

2.11.1.1 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 may 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. (i.e. Train the Trainer sessions)
- 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.

2.11.1.2 System Administrator Training.

- A. Up to six (6) system administrators 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.

2.11.2 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. 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.

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

2.11.4 Provide the using Agency bound and soft 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.

2.12 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.

2.12.1 Budgetary Request Process

2.12.1.1 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 – will review the ADPICS requisition and fax it to the Contractor. The 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		

Item	Include	Comments
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		

2.12.1.2 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 (10) 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 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.

2.12.1.3 Responding to a Budgetary Request. Upon receiving the Budgetary Request and after conducting the site survey, the Contractor shall provide within 5 working days 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.

2.12.1.4 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 within 5 working days. 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.

2.12.2 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 State CM or her designee and update the requisition in ADPICS. The State CM or her designee will update ADPICS to create a Purchase Order. A signed Purchase Order will be faxed to the Contractor. The Contractor is only authorized to begin work upon receipt of a signed Purchase Order sent by DBM.

2.12.3 MAC (Moves/Adds/Changes) Requests

- 2.12.3.1 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.
- 2.12.3.2 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

- 2.12.4 Work Order Form Process. The Contractor will present the Work Order form (Reference Attachment J) 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 2.23 Invoicing).

2.13 Deliverable Acceptance and Performance Period

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:

- 2.13.1 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.
- 2.13.2 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

2.13.3 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. 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.
- C. 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.
- D. 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.
- E. 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.
- F. In the event of rejection, 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 ten (10) business days 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. If an item is not accepted within seventy (70) business days, unless otherwise specified in the PO or by the Agency Telecommunication Project Manager, then the Contractor shall notify the Agency Telecommunications Project Manager of the risk associated with the delay in writing.

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

1. Call processing capabilities, including data;
2. Switch administration;
3. All system features;
4. All stations and station feature functionality;
5. Consoles and console features;
6. Electrical supply and overload protection, including UPS;
7. Cable plant or transmission media installation test results;
8. Network transmission level test results;
9. Power failure components, including alarms;
10. Management and system reports from the switch; and
11. Completion of documentation reflecting final system configuration.

H. 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:

1. Terminate the Purchase Order in part or its entirety without recourse by the Contractor;
2. Require the Contractor to replace each item that has failed at no cost to the State of Maryland;
3. Remedy the defect at the Contractor's expense; and
4. Exercise any other remedy available under the law or the Contract.

I. If the State elects the replacement option, a new Performance Period (i.e. 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.

J. 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 a non-conforming or unsatisfactory condition associated with the deliverable.

2.14 Traffic Study

For PBXs, EKTS, and Hybrids, the Contractor shall perform and report a traffic study no more than ninety (90) days after cut-over or as stated in the Purchase Order, the Contractor shall perform and report 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.

2.15 Warranty Period

2.15.1 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 minimum 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.

2.15.2 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 to include batteries and rectifiers) equipment supplied by or utilized by the Contractor; and
- D. Replacement or repair of defective Equipment, applications and operating systems.

2.15.3 The Contractor shall provide preventive maintenance and regular maintenance services, as described in Sections 2.16 through 2.18 to equipment, hardware and software during the warranty period. Under no circumstances may maintenance services void the warranty.

2.16 Maintenance Period

2.16.1 Continuous system and/or software maintenance coverage shall 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.

2.16.2 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 (i.e. troubleshooting), custom programming, hardware, network, and vendor provided third party software related services.
- D. Any electronic support shall be done in an encrypted and 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 2.17.7 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 and operating system critical updates shall be provided at no additional charge and installed within one week of vendor release/announcement or as approved by the State during the term of the Contract from the date of system acceptance.

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

- 2.17.1 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.
- 2.17.2 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. The Service Center shall have 24x7 live operator availability, web-based reporting and problem tracking, escalation table and process, and status reports. Prior to closing problems the Service Center technician must provide a status to the originator and obtain approval from the originator to close the ticket.
- 2.17.3 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.
- 2.17.4 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.
- 2.17.5 The response times specified in this section shall remain in effect during both the warranty and maintenance periods.
- 2.17.6 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.
- 2.17.7 Reference section 1.2 for definitions of problem types. Service Response Time and Procedures tables:

Type	Catastrophic Failure
Site Visit	30 minutes

Type	Catastrophic Failure
Procedures	<ol style="list-style-type: none"> 1. The Agency shall notify the Contractor by telephone, e-mail, web based problem reporting system, 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 problem cannot be resolved within four hours, the Contractor will email a Recovery Plan to include a timeline. 3. The Contractor will communicate problem determination status and corrective actions taken by methods as approved by the Agency Telecommunication Project Manager or State Contract Manager. 4. The Contractor shall assist in the analysis of compatibility problems with third party equipment, or software and identify corrective actions. If corrective action by the Contractor is required it will be initiated as described in Section 2.13 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 with status and corrective measure taken 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, web based problem reporting system, 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 Contractor will email a Recovery Plan to include a timeline. 3. The Contractor will communicate problem determination and correction by communication methods as approved by the Agency Telecommunication Project Manager or State Contract Manager. 4. 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 2.13 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	Minor Malfunction
Site Visit	Within twenty-four (24) hours

Type	Minor Malfunction
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 Contractor will email a Recovery Plan to include a timeline. 3. The Contractor will communicate problem determination and correction by communication methods as approved by the Agency Telecommunication Project Manager or State Contract Manager. 4. 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 2.13 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.

- 2.17.8 When a malfunction cannot be immediately diagnosed and corrected, the Contractor shall obtain and 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.

2.18 Preventive Maintenance

- 2.18.1 The Contractor shall specify and comply with the manufacturer’s recommended preventative maintenance required for each of the systems to include frequency, duration, and include a description of the preventative maintenance.
- 2.18.2 Preventive maintenance shall be performed by the Contractor at a minimum twice annually.
- 2.18.3 The Contractor shall program new area codes and exchanges in the PBX, EKTS, Hybrid or VoIP as part of the preventative 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 preventative maintenance schedule.
- 2.18.4 The Contractor shall update any supplied system, management or virus protection software as new software patches/updates are made available by the vendors even if this requires the Contractor to perform the work outside of the normal preventative maintenance schedule.
- 2.18.5 The Contactor shall conduct the routine preventative maintenance in coordination with the using Agency.

- 2.18.6 During routine preventive maintenance, the Contractor shall examine all system components and replace defective components, if found.
- 2.18.7 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.
- 2.18.8 The Contractor shall have secure remote administration and maintenance service plans. The plans shall include:
 - A. Frequency of interrogations;
 - B. Type of data that is obtained; and
 - C. Equipment/software needed to conduct remote administration and any optional enhancements.

2.19 Contract Milestones/Deliverables

The Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using the version (2000 or later) of Microsoft Project software identified by the Agency Telecommunications Project Manager for any project. 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> under Technology and Policies and Publications). 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 the Contract and all projects.**

<i>Milestones</i>	<i>Deliverables</i>
I. Project Initiation Milestone	
a) Initial Request	1. Signed Purchase Order/Budgetary Request (Reference section 2.12)
b) Kick-Off Meeting	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)	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.

<i>Milestones</i>	<i>Deliverables</i>
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 2.12.3) 2. Ongoing Status and Meetings (Reference section 2.22)
IV. Operational Readiness	<ol style="list-style-type: none"> 1. Training. (Reference section 2.11) 2. Test Operational Readiness. (Reference section 2.13.3) 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 2.10) 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 configurations • Documentation, including diagrams of network/system environment and security architecture • Software and Maintenance Support Plan • Maintenance Agreement and Service Agreement • Updated Security Plan
VII. Performance Period	<ol style="list-style-type: none"> 1. “System” Testing, Review and Acceptance (including installation, Equipment, MAC work, etc.) (Reference section 2.13.3) 2. Performance Rectification Notification, if applicable
VIII. Warranty Period	<ol style="list-style-type: none"> 1. Final Acceptance (Reference section 2.13.3) 2. Continuous acceptable performance of the system (Reference Section 2.15) 3. Maintenance and Preventive Maintenance (Reference section 2.15.3)
IX. Maintenance Phase	<ol style="list-style-type: none"> 1. On-Going Maintenance Plans (Reference section 2.16) 2. Preventive Maintenance Plans (Reference section 2.18) 2. Corrective Action Plan
X. Invoicing	<ol style="list-style-type: none"> 1. Fixed Price Invoicing (Reference section 2.23) 2. Time and Material Invoicing (Reference section 2.23)
XI. Annual Assessments	<ol style="list-style-type: none"> 1. Annual Vulnerability Assessment (Reference section 2.5.1 H)

<i>Milestones</i>	<i>Deliverables</i>
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 2.21) 2. Transition Support As Required 3. Reporting and Documentation 4. Current Inventory

2.20 Staffing Requirements

2.20.1 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. The Contractor will provide at least one resume for an available, qualified replacement to the DBM Contract Manager within two weeks of DBM being notified by the Contractor that a Contractor Administrator or Task Leader is no longer available to perform under the contract.

2.20.2 The Contractor shall provide staff to perform 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. **Task Leader** – 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. Each Purchase Order project shall include staff assigned to fulfill the Task Leader functions. The 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. An individual may serve as Task Leader for one or more simultaneous Purchase Order projects.
- C. **Operations Manager** – the individual who will meet with the Contract Manager and Agency Telecommunications Project Managers regarding status and issues regarding the day to day operational support.
- D. **Billing Administrator** – Serves as the point of contact for all billing questions and issues. Responsibilities of this function include, but are not limited to: answer billing questions, researching and correcting billing issues and problems.

2.20.3 Offeror’s proposed staff to provide services, support and/or maintenance for the systems shall have the appropriate certifications at the time the proposal is submitted. Staff Certifications shall accompany the resumes. Proposed staff shall be certified on the equipment and software in which the Offeror is proposing that they service, install or maintain.

2.21 Transition Plan

2.21.1 Initial Transition From Current Vendor (Transition-In)

2.21.1.1 The Offeror shall submit an initial draft transition plan with their proposal.

2.211.2 A Kick-Off Meeting shall be scheduled by the State CM at the beginning of the Contract. The Contractor's key personnel and other appropriate individuals shall be in attendance. The final versions of the Project Management Plan (PMP), Work Breakdown Structure (WBS), Communication and Contact Plan, and Risk Management Plan documents shall be provided within ten (10) business days of the Kick-Off Meeting for approval by the State CM (Reference section 2.13.1 Deliverable Acceptance).

2.21.1.3 The Contractor shall identify necessary deliverables as well as the timing of various steps in the initial and final transition plan.

2.21.1.4 The initial transition plan 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;
- D. Hardware/software and telecommunications requirements and setup, other general office needs;
- E. Perform inventory;
- F. Training;
- G. Knowledge Transfer:
 - 1. Ensuring Contractor technical proficiency in supporting the State Agencies' systems as well as the general business practices of the State.
 - 2. Attain working knowledge of State procedures and practices in supporting and maintaining systems and peripherals equipment and software.
- H. Completion of tasks and other unfinished work plan items;
- I. Remote or on-site locations at which testing will be initiated and performed;
- J. Type and description of test equipment to be used;
- K. Requirements for personnel from other than the Contractor's organization to participate in the transition;
- L. Operational readiness;
- M. Development and content of a checklist to document team readiness;
- N. Identify how Contractor will demonstrate and document team readiness, allowing them to move into the service and support phase;
- O. Status reporting and meetings;
- P. Timing of transition; and
- Q. Other matters the Contractor deems important for the transition phase.

2.21.2 End-of-Contract Transition (Transition-Out)

2.21.2.1 The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Examples of these activities include a final project-debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The Contractor shall transfer all necessary knowledge and materials for the tasks completed to the custody of State personnel.

2.21.2.2 Near the end of the contract, at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical, project, and contract support.

2.21.2.3 A Transition Plan due within 30 days of being notified by the State Contract Manager of a final contract end-date. The transition plan will include:

- A) Any Staffing concerns/issues;
- B) Communications between the Contractor and the State Contract Manager;
- C) Security and system access: review and closeout as needed;
- D) Any Hardware/software and telecommunications requirements and setup, other general office needs;
- E) Any final Training/Orientation of State staff or another State agent's staff;
- F) Knowledge transfer (pertaining to all systems and equipment installed and services performed during term of the Contract):
 - 1. Ensure there is a working knowledge of all system environments as well as the general business practices of the State;
 - 2. Review with DBM the procedures and practices that support the business process and system;
 - 3. Ensure the working knowledge of all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract;
 - 4. Provide a document that lists and describes all hardware and software tools utilized in the performance of this contract;
 - 5. Ensure the State has a working knowledge of various utilities and corollary software products used in support and operation of the system;
 - 6. Ensure the State has a working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces.
- G) Completion of tasks and any unfinished work plan items;
- H) Ensure the State has a working knowledge of any and all ongoing Operational and maintenance readiness;
- I) Provide for the development and content of a checklist to document the State's readiness;
- J) Demonstrate and document team readiness, allowing them to move into any follow-on phase such as maintenance;
- K) Document any risk factors and suggested solutions;
- L) Status reporting and meetings;
- M) Timing of transition.

2.22 Reports and Meetings

Time of Contractor personnel spent in these required meetings and prepared the required reports shall not be invoiced or paid by the State.

2.22.1 Monthly Status Meetings and Report

- A. A status report describing at a summary level of the activities and accomplishments of the Contractor team for the prior month, the planned activities and accomplishments for the current month, and any issues with a proposed solution, associated costs, and timeline that require the attention of DBM upper management.
- B. The report shall be issued to the State Contract Manager as well as other individuals as determined by the Contract Manager.
- C. The report shall be issued by COB of the 10th business day each month.
- D. The State Contract Manager shall meet with the Contractor monthly to discuss the report and other necessary issues. The Contractor's Contract Administrator, Operations Manager, Engineering Manager, Program Manager, Project Manager, Systems Manager as well as

other appropriate individuals shall attend this meeting. The State Contract Manager will notify the Contractor of the other appropriate individuals that shall attend.

- E. A meeting with the Agency Telecommunications Project Managers will be held monthly to discuss agency projects and other necessary issues. The Contractor's Contract Administrator, Program Manager, Project Manager, Systems Manager and other appropriate individuals shall attend this meeting. The Agency Telecommunications Project Manager will notify the Contractor of the other appropriate individuals that shall attend.

2.22.2 Periodic Status and Work Plan Evaluations. At least quarterly, or as requested, a report of open work plan items shall be prepared that documents the proposed level of effort hours, actual hours expended, estimated hours to complete, and variances.

2.22.3 Monthly Reports. The vendor must 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) to include the following information at a minimum: Agency name, name of Agency contact reporting malfunction, date and time notified, date and time of arrival, description of malfunction reported, diagnosis of failure and work performed, date and time failure was corrected, charges for the service, if applicable, and name of person(s) performing the service.

B. Management Reports

- 1) Minority Business Enterprise (MBE) utilization monthly and year to date (This report does not replace the obligation to file reports as required by Attachment D).
- 2) Monthly, year to date, and cumulative Contract billings by State agency and location.

- C. Installation Summary Report to include the following information at a minimum: purchase order date, acceptance date, site visit cost estimate, amount billed, name of Agency, address of Agency, installation location, model, serial number of equipment, and stations installed by model

- D. Agency Summary Report to include the following information at a minimum: customer number, site number, serve type, Agency, Agency address, monthly price, Agency Contract, contact phone number, primary technician, secondary technician, Contract number, software level, expiration date, equipment, SIC code, type and number of ports.

2.22.4 The PBX, EKTS, Hybrid and VoIP systems shall be capable of providing at a minimum the following reports:

- 1. All subscriber names in alphabetical order with their associated mailbox numbers.
- 2. All distribution lists, along with the list name and list owner associated with each list.
- 3. The mailbox numbers and names contained on the specified distribution list.
- 4. All mailboxes in numerical order along with the mailbox type and subscribers name associated with each mailbox.
- 5. All mailboxes in numerical order, along with all the parameters associated with each mailbox.
- 6. Usage data for a range of mailboxes, including the mailbox number, subscriber name, date and time of each call, line number and call duration. Subtotals of calls and duration for each mailbox shall be shown.

7. A summary of usage shall show, for a predetermined range of dates, the total number of log-ons and calls for each day, the total connect time for each day and the total connect time on each line.
8. Reports for a specified range of dates and mailbox numbers, and the outcalls made by the system. This report shall include the mailbox number and subscriber name, the date, time and duration of each call, and the number dialed, with subtotals of local and long distance calls for each mailbox.

2.22.5 The Contractor shall have a web-based system available for the State CM and Telecommunication Coordinators (TC). The system shall provide real time or nearly real time information. The system shall have the capability to save the reports in an electronic format such as an Excel spreadsheet and/or print the reports on a printer. The reports shall contain parameters to allow the user to create reporting periods for a day, week, month, year, etc.

- A) Billing Information
- B) Service Orders
- C) Problem/Maintenance Tracking
- D) Security Reports

2.23 Invoicing

2.23.1 The Contractor shall have an automated system to track invoices, price quotes and maintenance costs.

2.23.2 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information: name and address of the State Agency being billed, vendor name, remittance address, Contractor federal taxpayer identification (or if a sole proprietorship, the individual's social security number), Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. An authorized representative of the Contractor (identified prior to submission of any invoices) must 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.

2.23.3 Maintenance fees (for maintenance and preventive maintenance described in Sections 2.16 through 2.18) shall be invoice annually at the beginning of the fiscal year (July 1).

2.23.4 2.23.4 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.

All payments for services prior to final acceptance of work (see Section 2.13) are progress payments only. Contractor shall not be entitled to retain any payments unless the State accepts the work, system, and deliverable.

Progress payments shall be tied to tangible work has been performed that is at least as valuable to the State as the requested payment amount. The accomplishment of tangible work is not the same as merely accruing hours of effort expended and amounts paid for materials. Rather, it means the completion of work that can be reasonably quantified, and that would not have to be redone by the State or another contractor if, for any reason, the contract would terminate as of the end of the period for which the invoice has been

submitted. Examples of such tangible work include tests completed satisfactorily, records entered into a deliverable database, deliverable document sections completed, site surveys performed and documented, and documented interviews conducted with personnel that possess information or expertise essential to the task.

In the event the State does not accept the work, equipment, system or deliverable and requests Contractor repay all or a portion of the progress payments made hereunder, upon receipt by the State of such payments, the State will return all equipment and deliverables associated with such payments to Contractor.

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, signed by the person listed and either that person’s supervisor or authorized personnel of the Contractor; 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 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.

2.24 Liquidated Damages

2.24.1 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.

2.24.2 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.

2.24.3 Liquidated Damages for interruption of service for PBXs, EKTS, Hybrids, VoIP, IVR, ACD and Voice Mail Systems:

Reliability of the service of the systems identified in this RFP is of the essence. Downtime on any part of the contracted systems service must be minimized by prompt response and corrective action within the specified timeframes (reference section 2.17) of the detection of a loss of service of the systems by the State Contract Manager, Agency Telecommunications Project Manager or the Contractor. If the Contractor fails to return service of the systems 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 without service of the system, an assessment of \$500.00 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 without service of the system, an assessment of \$350.00 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 without service of the system, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor.

2.24.4 Liquidated Damages for failure to perform required maintenance for PBXs, EKTS, Hybrids, VoIP, IVR, ACD and Voice Mail Systems:

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 day or portion thereof that scheduled maintenance is past due, an assessment of \$100.00 per day or portion thereof will be made against the Contractor.

2.24.5 Liquidated Damages for failure to deliver reports:

Beginning with the first business day and for any successive 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.

2.24.6 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.

2.24.7 The Contractor will not be assessed liquidated damages when the event is the result of a national emergency or natural disaster, fire or other acts of God, provided 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 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.

2.25 Change Control Within the Contract

2.25.1 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 and Purchase Orders. 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.

- 2.25.2 Regarding requested changes after production, the Agency's users shall review and evaluate a 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 (reference Section 2.12). 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).
- 2.25.3 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.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

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

3.2 Proposals

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

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. 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”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

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

3.4.2 Required Submissions:

- 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.

3.4.3 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 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should be organized and numbered in the same order as this RFP.

The Technical Proposal shall include the following section in this order:

3.4.4 Title and Table of Contents

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

3.4.5 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

3.4.6 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and particularly with the proposed equipment and software installation and maintenance. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

- 3.4.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:
- Corporate/organization size, length of time the organization has been providing the equipment and software services, key business partners, and the number of employees dedicated to providing installation and maintenance of the proposed equipment
 - a comprehensive description of the Offeror's experience in supplying and maintaining the proposed systems and services requested by this RFP;
 - technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of proposed 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 proposed 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 proposed equipment and software.
- 3.4.6.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.
- 3.4.6.3 At least three (3) references from its customers who are capable of documenting:
 - A. The Offeror's ability to manage projects of comparable size and complexity.
 - B. Each client reference shall be from a client for whom the Offeror provided service and maintenance on proposed 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
- 3.4.6.4. 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.

3.4.7 Personnel

The Offeror shall describe its personnel capabilities in compliance with Section 2.20. Resumes shall be provided for all key personnel proposed for this RFP.

3.4.8 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.

3.4.9 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 2.20.2). 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.

3.4.10 Cabling and Wiring

The Offeror shall describe in detail their capabilities in performing cabling and wiring service as outlined in section 2.7.

3.4.11 Plans and Procedures

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

- A. Emergency Call Procedures as outlined in section 2.17.1
- B. Disaster Recovery Plan as outlined in section 2.17.4
- C. Business Process for tracking invoices, price quotes and maintenance costs as outlined in section 2.22.5 [see change in numbering in section 2.22]
- D. Master Contract milestones and deliverables as outlined in section 2.19
- E. Transition Plans , as outlined in section 2.21.

3.4.12 Sample Project Documentation

Offeror shall include the following sample project documentation as part of their proposal:

- A. Schematics/Drawings
- B. Project Plan
- C. Cable Records
- D. Maintenance Records

3.4.13 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)

3.4.14 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.

3.4.15 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 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.

3.4.16 Economic Benefit Factors

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

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

3.4.17 Subcontractors

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

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified 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. In addition to the price sheets, Offerors shall supply the Manufacturer's Suggested Retail Prices (MSRP) or a Transfer Price list for all software and equipment.

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

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

4.2 Technical Criteria

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

1. Offeror Experience and Capabilities (Ref. Section 3.4.6)
2. Approach to satisfying the Work Requirements (Ref. Section 2 and Section 3.4.8)
And Plans and Procedures (Ref. Section 3.4.11)
3. Service Center Capabilities (Ref. Section 3.4.9)
4. Sample Project Documentation (Ref. Section 3.4.12)
5. Personnel Proposed (Ref. Section 3.4.7)
6. Economic Benefit Factors. (Ref. Section 3.4.16)

4.3 Financial Criteria

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

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

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

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

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 4.5.2.3 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.
- 4.5.2.4 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.
- 4.5.2.5 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).

4.5.3 Award Determination

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

ATTACHMENTS

Attachments are located in a separate electronic file.

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