

Request for Proposals

WIRELESS DATA SERVICE AND DEVICES

PROJECT NO. 050R4800094



Department of Budget and Management
Issue Date: September 30, 2003

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 submit a proposal on this contract, please fax this completed form to: 410-974-3274 to the attention of Bob Krysiak

Title: Wireless Data Service and Devices
Project No: 050R4800094

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

WIRELESS DATA SERVICE AND DEVICES

PROJECT NUMBER 050R4800094

RFP Issue Date: September 30, 2003

RFP Issuing Office: Department of Budget and Management
Office of Information Technology (OIT)

Procurement Officer: Susan S. Woomer
Office Phone: (410) 260-7191
Fax: (410) 974-3274
e-mail: swoomer@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: Two Years

Pre-Proposal Conference: October 17, 10:00 AM (Local Time)
45 Calvert Street
Room 427
Annapolis, MD
For directions, call Susan Woomer at 410-260-7191

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 114
Annapolis, MD 21401
Attention: Susan S. Woomer

Closing Date and Time: November 6, 2003 at 2:00 PM (Local Time)

NOTE:

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Department of Budget & Management (DBM), Division of Policy Analysis, Procurement Unit is issuing this Request for Proposal (RFP) to procure handheld Wireless Data Services and Devices. Neither voice services and devices nor mobile computers are requested in this solicitation. The Contract(s) awarded as a result of this solicitation will allow State Agency Personnel working away from the office an economical and efficient means of viewing, composing, replying, forwarding, deleting and saving their e-mail, and managing schedules and contacts, using the same email addresses as their office desktops.

The scope of this RFP supports two categories of email platforms:

- Category One - Novell GroupWise
- Category Two - Microsoft Exchange

The State intends to award one contract for each email platform category for a total of up to two awards. Offerors may submit proposals for one or both of the listed categories of support.

The resulting contract is intended to allow the user to purchase Wireless Data Service packaged with Devices owned by the contractor supplied as part of the Wireless Data Service. It is the State's intention to obtain services and devices, as specified in this RFP, from a contract(s) between the selected, qualified vendor(s) and the State. The State makes no guarantee that it will purchase any device and/or service from any resulting contract(s). This contract will not be construed to require the State to procure exclusively from the contractor(s). The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the contractor(s).

1.2 Abbreviations and Definitions

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

- a. Agency – the unit of State government procuring equipment and services.
- b. Agency point of contact – Person designated as the single point of contact for the Agency in the Request for Proposal sent to the contractor.
- c. COMAR – Code of Maryland Regulations.
- d. Contract Manager – The State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the contractor. The State's Contract Manager is:

G. Edward Ryan II
Department of Budget and Management
Telecommunications Division

301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Telephone: 410-767-4219
Fax: 410-333-5163
E-mail: ryan@dbm.state.md.us
Note: DBM may change the Contract Manager at any time by written notice to the Contractor.

- e. DBM – The Maryland Department of Budget and Management.
- f. ESN – Electronic Serial Number.
- g. FCC - Federal Communications Commission.
- h. IPL – Initial Program Load.
- i. KBps – Kilobytes per second.
- j. Offeror – An entity that submits a proposal in response to this RFP.
- k. Local Time – Time in the Eastern Time Zone as observed by the State.
- l. NIST – National Institute of Standards and Technology.
- m. OIT-T – Office of Information Technology, Telecommunications Office.
- n. PDA - Personal Digital Assistant.
- o. Procurement Officer – The State representative responsible for this RFP, for determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Susan Woomer (See section 1.5).
- p. RFP – This Request for Proposals for the State of Maryland Wireless Data Service and Devices, Project Number 050R4800094, dated September 30, including any amendments.
- q. State of Maryland business hours – 8:00 am – 5:00 pm Monday – Friday, excluding State holidays.
- r. TCP/IP – Transmission Control Protocol/Internet Protocol.

1.3 Contract Type

The contract(s) that results from this RFP shall be an Indefinite Quantity Contract with Firm Fixed Unit Prices, with CPI price adjustments, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The term of this Contract is for a period of two (2) years commencing on the date that the Department executes this Contract and terminating on December 31, 2005. Services may not be ordered unless services can be completed prior to the end of the contract.

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:

Susan S. Woomer, Procurement Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 114
Annapolis, Maryland 21401
Telephone #: 410-260-7191
Fax #: 410-974-3274
E-mail: swoomer@dbm.state.md.us

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

1.6 Pre-Proposal Conference

A Pre-Proposal Conference will be held on October 17, 2003, beginning at 10:00 am (local time) in the DBM Conference Room, 427, 45 Calvert Street, Annapolis, MD. 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 RFP requirements.

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

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM on October 15, 2003 all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Susan Woomer at 410-260-7191 with such notice. The Pre-Proposal Conference Response Form is included as Attachment D 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.

1.7 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 Department of Budget and Management's (DBM) web site (<http://www.dbm.state.md.us>) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-proposal conference,

Offeror questions and DBM'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.

Depending on the desired level of service, the annual subscription costs are \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.8 Questions

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. 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. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. 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.

1.9 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 2:00 PM (local time) on November 6, 2003, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, November 6, 2003 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

1.10 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.

1.11 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. 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.

1.12 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.

1.13 Oral Presentation

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

1.14 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.

1.15 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.

1.16 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).

1.17 Multiple or Alternate Proposals

Multiple and Alternate proposals will not be accepted. Submitting a proposal for each category will not be considered as a multiple or alternate proposal.

1.18 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)

1.19 Offeror Responsibilities

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

1.20 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.

1.21 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.

1.22 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 of notification of proposed contract award.

1.23 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.

1.24 Procurement Method

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.25 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.

1.26 Performance Bond

The successful Offeror must submit a Performance Bond (see **Attachment G**), or other suitable securities as identified within COMAR 21.06.07, in the amount of \$100,000 for the period of the Contract award (two years). **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 Performance Bond or other suitable security shall be delivered to the State by the Offeror 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. The term of this bond must be for the two-year term of the Contract.**

"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. The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within 5 working days after being notified of the proposed contract award.

1.27 Surety Bond Assistance program

Assistance in obtaining a bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDF). MSBDF can directly issue bid, performance or payment bonds up to \$750,000. MSBDF may also guarantee up to 90% of a surety’s losses as a result of a contractor’s breach of contract; MSBDF 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 MSBDF. 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. Applications 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

1.28 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:

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.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

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 5 years or both.

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

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

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

1.30 Non-Visual Access

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

SECTION 2 – SCOPE OF WORK

2.1 General Requirements

At a minimum the Contractor(s) must:

- 2.1.1 Provide Wireless Data Service twenty-four (24) hours per day, seven (7) days per week for the duration of this agreement. At a minimum, the Wireless Data Service offered must cover the Major Metropolitan areas, including Washington/DC, Baltimore, Annapolis and Frederick. The Wireless Data Service shall be warranted to operate free from failure and shall be available for use by the Authorized User twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of this warranty shall be included in the monthly recurring price.
- 2.1.2 Furnish a toll-free phone number for trouble reporting twenty-four (24) hours per day, seven (7) days per week for the duration of this agreement at no cost to the State.
- 2.1.3 Provide a single point of contact for all equipment and services provided under this contract. The Contractor shall provide to the Contract Manager the name, address, telephone number(s), mobile number, fax number, e-mail address and any other method of contacting the Contractor's single point of contact. The Contractor(s) shall provide an Emergency Point of Contact (EPOC) and the Emergency Back-Up Point of Contact (EBPOC) list to the DBM Contract Manager for all emergencies.
- 2.1.4 Respond to reports of interruptions of the service within (2) hours after receipt of notification from an Authorized User. The Contractor shall restore service to normal operation within eight (8) hours after the initial report of failure.
- 2.1.5 Rebate, or credit to the Authorized User, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Authorized User is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Authorized User is denied access to the service. In addition, the State of Maryland shall be rebated, or credited, all applicable monthly service charges for any twenty-four (24) hour period of sustained outage of services. Contractor provided rebates or credits shall never exceed the cost of the services.
- 2.1.6 Provide a handheld device owned by the Contractor. Should the handheld device fail to operate as intended by the manufacturer, the Contractor shall replace the handheld device with a handheld device with equal to, or greater capabilities. If not performed automatically by the Contractor's solution, the Contractor shall transfer the customer data from the old handheld device to the new handheld device and return the new handheld device to the Authorized User within 72 hours of receipt by the Contractor.
- 2.1.7 Be responsible for all work performed by subcontractors.
- 2.1.8 Notify the Contract Manager two calendar weeks in advance by email, for any planned service outages that may affect the State's services provided by the Contractor.

- 2.1.9 Maintain written procedures for reporting problems or suspected problems to the State with the services provided under this contract and provide written procedure updates to the Contract Manager when these procedures change.
- 2.1.10 Maintain throughout the term of the contract security mechanisms, either in hardware, software or system configuration to prevent unauthorized access to the State of Maryland email systems.
- 2.1.11 Maintain throughout the term of the contract procedures to handle security related issues (devices lost or stolen, or abnormal client related activity).

2.2 Technical Requirements

At a minimum the Contractor's service and handheld device must:

- 2.2.1 Support at least one of the following email platforms: Novell GroupWise or Microsoft Exchange.
- 2.2.2 Include all hardware and software necessary to ensure secure (encrypted) communication between the State's Firewalls and email systems and the provided handheld devices. User software is to be owned by the contractor and provided with the device. Server software is to be purchased by the State through this contract.
- 2.2.3 Support the use of the existing State Agency existing email addresses so that email messages appear as though they were sent from the user's office desktop.
- 2.2.4 Provide a minimum communications speed of 9.6 KBps or better over a wireless network.
- 2.2.5 Ensure that the services operate properly with the email system currently in place at the Authorized User's location and identify any changes (if any) needed to accommodate this service.
- 2.2.6 Provide email services that include at a minimum: compose, reply, reply to all, forward, save, carbon copy and blind carbon copy as well as scheduling/calendaring and content management capabilities.
- 2.2.7 Have an architecture which will recover from disruptions related to the State's Internet Services Providers (ISP) without intervention by State personnel. A temporary loss of the State's ISP service must not require technical systems administration intervention, reconfiguration or email or server system IPL to restore the connection to the Contractor's infrastructure or to re-establish connections from the Contractor's service and the State's email system or firewall.
- 2.2.8 Meet the wireless standards as outlined in the NIST Special Publication 800-48 Wireless Network Security.
- 2.2.9 Provide the capability to automatically or manually check for mail from the handheld device.
- 2.2.10 Not require desktop redirector software for Microsoft Exchange.

- 2.2.11 Provide wireless desktop synchronization for opened, unread, forwarded and deleted email messages and for scheduling/calendaring and contacts for Microsoft Exchange.
- 2.2.12 Provide both backup/restore capabilities related to any proposed hardware and software.
- 2.2.13 Provide as an option, redundant or secondary architecture components for those agencies that have mission critical needs.
- 2.2.14 Provide the capability to hold mail for up to seven days in the event that the handheld device is outside of the service area or that the device is turned off.
- 2.2.15 Provide annual maintenance of the User License and Server Software. At a minimum, this maintenance is to include updates, software releases, patches and technical telephone support, 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.
- 2.2.16 Wireless Data Service and Device specifications:
 - a. The Device included in with the data service shall be a palm-sized handheld.
 - b. Palm-size devices provided by the Contractor shall have the following minimum specifications:
 - Approximate Size: 3.5”x 2.5”x .93”
 - Installed memory: 16 Megabyte
 - Display: Full graphic Liquid Crystal Display
 - Power options: Battery and AC
 - Controls: Thumb-track wheel
31-QWERTY keypad
 - Ports: RS-232 Serial port
 - Transmit power: 2.0 watts
 - Antenna: Integrated internal
 - Regulatory Compliance: FCC Parts 15+89
 - Included Devices: AC Adapter, synchronization cable or cradle and software

2.3 Period for Performance and Acceptance

- 2.3.1 To insure compliance with the requirements and specifications of this contract, the State of Maryland may perform acceptance tests within thirty (30) days of receipt: (1) of the notice of completion of installation from the contractor, or (2) of delivery of equipment supplied and prior to acceptance and payment for each item installed or delivered. The State does not assume ownership of equipment, nor do warranty periods begin, until the using State Agency point of contact accepts the Contractor’s product and work as fully operational.

2.4 Ordering Process and Purchase Orders

- 2.4.1 The Contractor(s) shall receive purchase orders from using State agencies only through the Department of Budget and Management, Office of Information Technology, Telecommunications Division Contract Manager. The purchase order will serve as a Notice To Proceed to the Contractor(s). The State will process and fax purchase orders to the Contractor(s) through the DBM Contract Manager. Any purchase order not signed by the State shall not be considered valid and will require the vendor to expedite follow-up communication to the State Agency within one business day to correct this error.
- 2.4.2 All shipments shall be accompanied by a packing list including the identification of the items shipped, quantities, agency Purchase Order number and the Contract number. Drop shipments must contain packing lists with the same information. All packages must have the purchase order number clearly marked on the outside. Shipments received without a packing list and/or Purchase Order number shown on the outside of the package may be refused and returned at the contractor's expense.
- 2.4.3 Contractor(s) shall provide return authorization/asset recovery/exchange procedures in the event that a product arrives unusable, defective or was ordered incorrectly.
- 2.4.4 Items shall be delivered F.O.B. destination. Contractor(s) will be responsible for any loss and/or damages to any equipment before receipt of shipment by the State. All delivery instructions shall be designated on purchase orders, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a Purchase Order prior to shipping, the Contractor(s) must contact the Agency point-of-contact for delivery instructions.
- 2.4.5 Contractor(s) shall work through the Agency point-of-contact shown on the Purchase Order for scheduling all at-site activity (i.e., pick-up, delivery).
- 2.4.6 Contractor shall provide a Marketing Point of Contact (MPOC) and a Backup Marketing Point of Contact (BMPOC) to the DBM Contract Manager for routine equipment and service ordering.
- 2.4.7 Contractor shall deliver service within three (3) business days of the receipt of a Notice to Proceed from DBM. The DBM Contract Manager may grant exceptions for special circumstances. When exceptions are granted they will be documented by fax, email, or memorandum by the DBM Contract Manager.

2.5 Billing Information

- 2.5.1 Contractor(s) will provide:
- One single Master State Account Number for all services activated under the Contract
 - The Master State Account is necessary to allow the Department of Budget and Management to manage the Contract as a whole
 - Sub-Accounts for all State Agencies

- The sub-accounts are necessary to allow the Agencies of the State to manage the billing under the Contract
- Further sub-divided account numbers for units within State Agencies
 - Further sub-divided accounts are necessary to allow units within an agency to monitor employee usage of the wireless service.

2.5.2 The Contractor(s) will send all invoices for all State accounts and sub-accounts on the first business day of the month. In addition, one invoice will be submitted electronically on a CD to the DBM Contract Manager on a monthly basis for the previous month's service by the 15th calendar day of the following month, i.e., a copy of June's bill will be submitted by the 15th of July. Invoices for payment shall contain the Contractor's Federal Employer Identification Number (FEIN), and well as the information described below, and must be submitted monthly directly to the State agency. The Contractor(s) will collate and bill each State agency one total monthly invoice with the same breakdown as noted in Section 2.8.3 Monthly Active Accounts Report. Any extraneous terms on Contractor's invoices shall be void and have no effect.

The invoice shall include all charges for the billing period and will include as a minimum:

- Agency Acronym and Account Number (e.g. DGS, MDOT etc)
- Division Name (e.g. Telecommunications, Crownsville Hospital etc)
- Address where service was provided
- Device model Number
- Device Serial Number.
- Device ESN or TCP/IP Address
- Date of Service
- Service Plan Subscription
- Total Monthly Charges

2.5.3 Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under the Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

2.5.4 The Contractor(s) will provide an Internet website to review and potentially pay invoices electronically. Contractor(s) shall provide its website URL as part of its technical proposal. Each individual account will only be accessible to the authorized account holder. The DBM Contract Manager shall have electronic access to all State Accounts.

A copy of all monthly invoices by agency will be retained on an individual CD and will be presented to the DBM Contract Manager as often as requested by the State.

2.5.5 Electronic Invoicing Format: The State seeks to implement electronic invoicing and payment. Some of the State agencies currently have this capability, as well as Internet capability. Other State agencies do not. For the purposes of this RFP, the State is specifically seeking vendor capability for prompt, efficient and accurate invoicing only. Electronic payment capability by the State is not yet established. When applicable and

where security measures are enforced, both on the State and Contractor's sides as noted in Section 2.6 Security, the Contractor shall submit invoicing and provide for invoice reporting using secure electronic transmission and secure logon capability. If the State agency that is being invoiced does not have Internet capability and secure transmission capability per the standards noted below, all invoices must be submitted to the individual agencies by hard copy and CD format per the schedule noted in Section 2.5.

- 2.5.6 It is the responsibility of the Contractor to contact the individual agency representative noted on the Purchase Order and determine if secure transmission protocol and encryption is appropriate for invoicing. The final determination must be recorded in a memo with a copy to the DBM Contract Manager. The security of transmission and encryption must be tested on a semi-annual basis, or more often as necessary given emergency or other special events. If at any time, secure transmission protocol and/or encryption is not upheld, subsequent invoicing must be hard copy and CD format until such time the secure transmission protocol and/or encryption can be demonstrated. The Contractor will document to the individual State Agency Point of Contact and the DBM Contract Manager both nonconformance and return to conformance.
- 2.5.7 The Contractor(s) will provide a Billing Point of Contact (BPOC) and a Backup Billing Point of Contact (BBPOC) to the DBM Contract Manager for routing equipment and service billing issues.
- 2.5.8 Invoices shall not contain charges over 90 days old for services delivered.

2.6 Security

2.6.1 Security Standards and Standards for Internet Non-Visual Accessibility:

The primary objectives of the State Security Policy (See Attachment F) are:

- To establish a secure environment for the processing of data
- To reduce information security risk
- To communicate the responsibilities for the protection of information

With this in mind, the vendors shall include in their methodology requested above for electronic invoicing capability the following:

- Access control to provide documents to authorized people
- Appropriate levels of access, without compromising confidentiality, privacy or security
- Broad availability and comprehensive security
- Search, retrieve and view documents with any web browser
- Printing of viewed documents
- System of access control, function rights, redaction level security, audit trails
- System administration of security controls to folders and documents, including redacted documents
- Hardware independence
- Ensures integrity, reliability, and accuracy
- The ability to integrate with Public Key Infrastructure (PKI) or digital signature software

- Secure Access to include:
 - ✓ Unique logon IDs with unique passwords will be created for each user of the web-based applications.
 - ✓ User logon ID should contain 20 maximum available spaces
 - ✓ User logon ID should be case sensitive.
 - ✓ Password must be a minimum of 8 alphanumeric characters and maximum of 10 alphanumeric characters and be case sensitive.
 - ✓ User must have the capability to change their password once they've logged into the Internet.
 - ✓ User accounts will be administered by the Contractor(s) where software is used to store and verify login IDs.
 - ✓ Requires Secure Socket Layer, 128-bit encryption standards.
 - ✓ User must have ability to save and retrieve forms not ready for submission. These forms must not be accessible to other users.
 - ✓ Allow for multiple user access with security based on users, screens, fields, and roles.
 - ✓ Secures access to web applications and data through a firewall, HTTP and HTTPS protocols and SSL (128-bit encryption), client certificates and login IDs or Virtual Private Networking (VPN).
 - The invoice area accessed over the Internet must have a minimum screen resolution of 800x600 capability; the screens will have a consistent look and feel, and be accordance with accessibility standards. The Federal Section 508 Access Board's Guidelines for web-accessibility (available at www.section508.gov) contain the following sixteen minimum guidelines:
 - ✓ Provide a text equivalent for every non-text element, including both images and animated objects.
 - ✓ Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
 - ✓ Web pages should be designed so that all information conveyed with color is also available without color, for example from context or markup.
 - ✓ Documents shall be organized so they are readable without requiring an associated style sheet.
 - ✓ Redundant text links shall be provided for each active region of a server-side image map.
 - ✓ Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
 - ✓ Row and column headers shall be identified for data tables.
 - ✓ Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
 - ✓ Frames shall be titled with text that facilitates frame identification and navigation.
 - ✓ Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2Hz and lower than 55Hz.

- ✓ A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The contents of the text-only page shall be updated whenever the primary page changes.
- ✓ When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assisting technology.
- ✓ When a Web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies.
- ✓ When electronic forms are designed to be completed on-line, the form shall allow people using assisting technology to access the information of the form, including all directions and cures.
- ✓ A method shall be provided that permits users to skip repetitive navigation links.
- ✓ When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Employees and Contractors: All Contractor personnel are responsible for: Being aware of their responsibilities for protecting IT assets of State agencies and the State; Exercising due diligence in carrying out the State's IT Security Policy; Being accountable for their actions relating to their use of all State IT Systems and Internet Access; Using IT resources and Internet Access only for intended purposes as defined by policies, laws and regulations of the State

2.7 Liquidated Damages

- 2.7.1 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.
- 2.7.2 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 which 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.
- 2.7.3 Liquidated Damages for interruption of service:

Reliability of the service of the Contractors' network is of the essence. Downtime on any part of the contracted network service must be minimized by prompt response and corrective action within four clock hours of the detection of a loss of service of the network by either the DBM Contract Manager or the Contractor. If the Contractor fails to return service of the network within the four hours, then the State may assess liquidated damages in the following amounts:

Beginning with the fifth hour and for any successive hour or portion thereof without service of the network, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor.

2.7.4 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.

2.7.5 Liquidated Damages for failure to keep contact information up to date or meet contact times:

Beginning with the first hour and for any successive hour or portion thereof the EPOC or BEPOC fails to be in contact with the DBM Contract Manager for all emergencies, an assessment of \$100.00 per hour or portion thereof will be made against the Contractor.

Beginning with the first business day and for any successive day or portion thereof the BPOC or BBPOC fails to be in contact with DBM Contract Manager concerning questions and resolutions of billing issues, an assessment of \$100.00 per day or portion thereof will be made against the Contractor.

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

The Contractor will not be assessed liquidated damages when the 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.

2.8 Reports

2.8.1 Monthly Reports: Electronic reports must be provided on CD by the 15th day of the month following the reporting period to the DBM Contract Manager regarding purchases of equipment or service associated with any contract as a result of this RFP in a format specified and approved by the State. (Microsoft Access and Excel are preferred). The reports shall contain the information contained in Sections 2.8.2 thru 2.8.5 in column format:

2.8.2 Monthly New Equipment or New Service Report – The following shall be reported by category, subtotaled by category, with all categories grand totaled.

- Purchase Order Number
- Agency Acronym and Account Number (e.g. DGS, MDOT etc)
- Division Name (e.g. Telecommunications, Crownsville Hospital etc)
- Address where service was provided
- Device Model Number
- Device Serial Number
- Device ESN or TCP/IP Address
- Date of Service
- Service Plan Subscription
- Total Monthly Charges

2.8.3 Monthly Active Accounts Report:

- Purchase Order Number
- Agency Acronym and Account Number (e.g. DGS, MDOT etc)
- Division Name (e.g. Telecommunications, Crownsville Hospital etc)
- Address where service was provided
- Device Model Number
- Device Serial Number
- Device ESN or TCP/IP Address
- Date of Service
- Service Plan Subscription
- Total Monthly Charges

2.8.4 Monthly **Exceptions** Report:

- Purchase Order Number
- Agency Acronym and Account Number (e.g. DGS, MDOT etc)
- Division Name (e.g. Telecommunications, Crownsville Hospital etc)
- Address where service was provided
- Device Model Number
- Device Serial Number
- Device ESN or TCP/IP Address
- Date of Service
- Active devices that have zero (0) usage for a one-month period
- Devices that have been deactivated

2.8.5 Fiscal Year-End Reports: Electronically on a CD, the Contractor(s) must submit to the DBM Contract Manager by July 15th of each year of the base term of the Contract and any options a report detailing the items for the State's previous fiscal year (July 1- June 30). Reports shall contain, at a minimum, the following summary information:

- Purchase Order Number
- Agency Acronym and Account Number (e.g. DGS, MDOT etc)
- Division Name (e.g. Telecommunications, Crownsville Hospital etc)

- Address where service was provided
- Date device was activated
- Date device was deactivated (if applicable)
- Service Plan Subscription
- Total year charges

2.8.6 The Contractor(s) shall prepare and submit to the DBM Contract Manager a closeout report due on the last day of the Contract, to include a final inventory of all existing accounts in the same format as the monthly reports. The Contractor(s) shall cooperate and provide to any successor and/or State Agent to the Contract information and records a successor or State Agent would require continuing services.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors must submit proposals in two separate volumes for each category of service proposed:

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

Offerors must submit separate Technical and Financial proposals in response to RFP requirements.

3.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.6 of this RFP). An unbound original, so identified, and five (5) 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 must 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 the RFP number and name, 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 marked according to the service proposed. Separate technical and financial proposals must be received for each category proposed as follows:

- Category One – Novell GroupWise
- Category Two – Microsoft Exchange

Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), category proposing and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must 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 must accompany each technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

In addition, the transmittal letter should indicate the category proposed. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, five (5) paper copies and one electronic version shall be enclosed. Sections 2 and 3 of this RFP provide requirements and reply instructions and the paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, Offeror's technical proposals should be structured and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include:

3.4.2.1 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 for the technical proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

3.4.2.2 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary" including which category is being proposed. 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.

3.4.2.3 Offeror Technical Response to RFP Requirements: The Offeror must address each criterion in the technical proposal and describe how the proposed solution will meet the requirements as described in Section 2 – Scope of Work. 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 represents a work requirement shall include an explanation of how the work will be done.

In order to promptly evaluate the proposed equipment, service and coverage, the Offeror will provide no later than the proposal submission due date, one programmed and activated device. The equipment must be representative of the model being offered. The device need not be new but must be programmed identically to those to be provided under any resulting contract. An Evaluation Committee will travel the State and compare coverage, clarity of signal and features of the equipment. The Offeror will assess no charges for the testing period. The State estimates the period of evaluation for this equipment to be thirty (30) days. Equipment will be returned to the Offeror at the end of the testing period.

In addition the Offeror shall address the following in the Technical Response:

- A listing of all vendor email platforms supported and the current standards their solution supports, as well as listing those standards that will be supported in the future, and their timeframe for rollouts.
- A listing of the current software release for all devices and servers as well as the date of the next scheduled release of all related software.
- Installation instructions associated with all proposed server software.
- The minimum server hardware requirements for a typical installation.
- Explain how the solution provided will interact with the system currently in place at the customer's (State of Maryland) location (either Microsoft Outlook or Novell Groupwise depending on which solution proposed) and what changes (if any) are needed to accommodate this service.
- What security mechanisms, either in hardware, software or system configuration, will be provided with the proposed solution.
- Define any security issues that the proposed solution introduces into a networked environment.
- Define if security resides on the server portion of the solution, and if there is a client portion that must reside on each connected client.
- Define what procedures are in place to handle security related issues (devices lost or stolen, or abnormal client related activity).
- Define what level of security logging the proposed solution provides and what access the State of Maryland has to these logs.
- Define what security measures are in place to prevent unauthorized access to the State of Maryland email system.

3.4.2.4 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

- An overview of the Offeror's experience providing equipment and services similar to those included in this RFP. This description shall include:
 - A summary of the services offered
 - The number of years the Offeror has provided these services
 - The number of clients and geographic locations the Offeror currently serves
 - The Offeror must describe their proposed services that meet the requirements of Section 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 both primary and secondary, or back-up roles.

3.4.2.5 Coverage Maps: Offerors must supply with their proposal submission an engineering propagation map and detail coverage as “in building” or “in street” coverage. Offerors should provide plans for future expansion in detail (with dates). Offerors must state what propagation model and provide engineering documentation to support the study including the method the data was used to determine the coverage area (Longley Rice or Okumura-Hata etc.)

3.4.2.6 If subcontractors or alliances are used, indicate participation levels and areas of coverage. The Offeror shall remain responsible for all services and coverage required by the State and offered as part of the Offeror’s proposal, whether the service and/or coverage is part of the Offeror’s system, a subcontractors system or an alliance’s system. Also state any further costs that may be incurred beyond the flat rate.

3.4.2.7 References. References of up to three of its customers who are capable of documenting:

- The Offeror's ability to manage projects of comparable size and complexity
- The quality and breadth of services provided by the Offeror
- Each client reference must 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, geographic area being supported, and performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels).
 - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror’s offices for the purpose of evaluating proposals.

3.4.2.8 Financial Capability and Insurance: The Offeror shall include the following:

- Evidence that the Offeror has the financial capacity to provide the services.
- Financial Statements. Provide copies of the last two, year-end financial statements (independently audited preferred) and an analysis of those financial statements.
- A copy of the Offeror's current certificate of insurance, which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance

- Amount of coverage
- Period covered by insurance

3.4.2.9 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):
 - 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.
 - 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.
 - 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.
 - The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$1,000 of contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

3.4.2.10 Required Submissions to be Submitted by Offeror with the Technical Proposal:

- Completed Bid/Proposal – Attachment B
- Letter from bonding company providing evidence that the Offeror is capable of securing the performance bond required
- US Map that delineates each proposed coverage area
- Recent (within the last six months) RF propagation maps for the State of Maryland

3.5 Volume II - Financial Proposal

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, five (5) copies, and an electronic version of the Financial Proposal for each category proposed. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Form must be submitted and completely filled in (no blanks or omissions).

3.5.1.1 Do not change or alter the form. Alterations will cause the proposal to be rejected.

3.5.1.2 The Proposal Price Form is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

3.5.1.3 All criteria included in the Proposal Price Form, i.e., the estimated quantity of various goods and services, etc., shown on the form are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in the Proposal Price Forms. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.

3.5.1.4 Vendors are required to record the Price they are proposing for each element on each of the price bid forms.

- All Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- All Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
- All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
- Vendors may complete one or both Proposal Price Forms depending on the number of categories proposed. All goods or services required or requested by the State and Not Offered by the vendor to the State must be clearly typed in the Unit and Extended Price with N/O.
- Nothing shall be entered on the Proposal Price Form that alters or proposes conditions or contingencies on the proposal response.
- Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.

3.5.1.5 For purposes of this solicitation, Proposal Price Forms, Attachments E and E1, are provided. Offerors must record the required information on each table as follows:

- Provide information on the primary device, manufacturer and model number proposed.

- Line A – Record the Flat Rate Monthly Service Charge. Multiply this charge by the 500 estimated units for a total monthly cost for 500 units. **Flat-Rate Monthly Service Charge means monthly charge for the wireless data service including but not limited to the contractor owned and supplied device, software user license and software user license maintenance cost. The Flat Rate Service Charge is for an unlimited amount of characters. The only exceptions to the Flat-Rate Monthly Service Charge is the server software and server software annual maintenance cost.**
- Line B – Record the cost for Server Software. Multiply this charge by one unit for a total cost for one unit.
- Line C – Record the monthly cost for Server Software Maintenance for year one of the contract. Multiply this charge by 12 months for a total annual cost.
- Line D - Record the monthly cost for Server Software Maintenance for year two of the contract. Multiply this charge by 12 months for a total annual cost.
- Line E – Total Evaluated Cost – Add the totals for lines A, B, D and D.
- It is imperative that the prices included on each Proposal Price Form page has been entered correctly and calculated accurately by the vendor and that the respective total price agrees with the entries on each Proposal Price Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract(s) resulting from this RFP will be awarded to the Offeror(s) that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

4.2 Technical Criteria

For Wireless Data Service and Devices, the criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical response to RFP requirements (Reference Section 3.4.2.3)
- Proposed solution (Reference Section 3.4.2.3)
- Coverage (Reference Sections 3.4.2.3 and 3.4.2.5)
- Offeror experience and capabilities that illustrate the Offeror's ability to successfully provide the services required (Reference Section 3.4.2.4)
- Financial capability (Reference Section 3.4.2.8)
- References (Reference Section 3.4.2.7)
- Economic benefit factors (Reference Section 3.4.2.9)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed, E. Total Evaluated Cost, on Attachments E and E1 within each category proposed.

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 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.

4.5.2 Selection Process Sequence

- The first level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' 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 in approximately two weeks after delivery of proposals to the State.** The Procurement Officer will contact Offerors when the schedule is set by the State.
- 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.
- The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 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).
- 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 whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical will be given greater weight than price factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

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

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

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

ATTACHMENT D – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.6 by those potential Offerors who plan on attending the conference.

ATTACHMENTS E and E1 – Proposal Price Forms. These forms are to be completed by the Offeror and comprise the Offeror's Volume II – Financial Proposal – Offerors may submit one or both proposal price forms depending on the number of categories proposed.

ATTACHMENT F – Information Technology Security Policy and Standards.

ATTACHMENT G – Performance Bond.

ATTACHMENT A—Contract

THIS CONTRACT is made this _____ day of _____, 2003 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “Contract Manager” means _____
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Department of Budget and Management
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means Susan S. Woomer
- 1.6 “RFP” means the Request for Proposals for Wireless Data Service and Devices No. __.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 Contractor shall provide Wireless Data Service and Devices. The services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. 050R4800094
- Exhibit B – Contractor’s Technical Proposal dated _____.
- Exhibit C - Contractor’s Financial Proposal dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any

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

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor's Proposal in accordance with the RFP. The term of this Contract is for a period of two (2) years commencing on the date that the Department executes this contract and terminating on December 31, 2005. The Contractor shall provide services upon receipt of a Notice to Proceed from the State of Maryland Contract Manager.

4. Consideration and Payment

4.1 Payments to the Contractor shall be made no later than thirty (30) days after the using agency's receipt of a proper invoice for any services provided from the Contractor, acceptance by the purchasing agency of equipment and services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____ Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the using Agency point-of-contact.

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

5. Rights to Records

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

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the

extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

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

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

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

7. Confidentiality

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

such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor. This paragraph does not apply to data lost in transmission within or across the Contractor's network, except when such as loss of data in transmission is due to the gross negligence or intentional act of Contractor, its agents, servants, employees, or its subcontractors.

9. Indemnification

9.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

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

9.3 The Contractor shall immediately notify the Contract Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10. Non-Hiring of Employees

No employee of the State of Maryland whose duties as such employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes

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

12. Maryland Law

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

12.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this contract, or to any purchase order, or Notice to Proceed, issued under this contract.

13. Nondiscrimination in Employment

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

14. Contingent Fee Prohibition

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

15. Non-availability of Funding

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

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written

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

17. Termination for Convenience

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

18. Delays and Extensions of Time

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

19. Suspension of Work

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

20. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

21. Financial Disclosure

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

22. Political Contribution Disclosure

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

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

24. Representations and Warranties

The Contractor hereby represents and warrants that:

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

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

25. Cost and Price Certification

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

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

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27. Liability

27.1 For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents and copyrights as provided in Section 6 of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim.

Third party claims arising under Section (6) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

27.2 As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this contract."

28. Administrative

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

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

If to the State:

Susan S. Woomer, Procurement Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7191
Fax #: 410-974-3274
E-mail: swoomer@dbm.state.md.us

If to the Contractor: _____

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

CONTRACTOR

By

Date

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By:

Date

Witness: _____

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

Assistant Attorney General

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

ATTACHMENT B—Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Contract Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____
Address: _____

[If not applicable, so state].

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

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

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

BPAFF
6/13/01

ATTACHMENT C—Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D—Pre-Proposal Conference Response Form

Project No. 050R4800094

STATE OF MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

A Pre-Proposal Conference will be held at 10:00 AM, on October 17, 2003, 45 Calvert Street, Room 427, Annapolis, MD. Please return this form by October 15, 2003 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Susan Woomer at 410-260-7191.

Return or fax this form to the Procurement Officer:

Susan S. Woomer, Procurement Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 114
Annapolis, Maryland 21401
Telephone #: 410-260-7191
Fax #: 410-974-3274
E-mail: swoomer@dbm.state.md.us

Please indicate:

Yes, the following _____ (Company Name) representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature

Title

CONTACT NAME

CONTACT PHONE NUMBER

ATTACHMENT E - Proposal Price Form – Category One – Novell GroupWise

(See Section 3.5 for instructions for completion of Proposal Price Forms)

Flat-Rate Monthly Service Charge means monthly charge for the wireless data service including but not limited to the contractor owned and supplied device, software user license and software user license maintenance cost. The Flat Rate Service Charge is for an unlimited amount of characters.

The only exceptions to the Flat-Rate Monthly Service Charge are the server software and server software annual maintenance cost.

Primary Device: _____
 Manufacturer: _____
 Model No.: _____

- A. Flat Rate Monthly Service Charge \$ _____ X 500 Est.Units = \$ _____ (A)
- B. Server Software Cost \$ _____ X 1 Unit = \$ _____ (B)
- C. Monthly Server Software Maintenance Cost
 (Year 1) \$ _____ X 12 Months = \$ _____ (C)
- D. Monthly Server Software Maintenance Cost
 (Year 2) \$ _____ X 12 Months = \$ _____ (D)
- E. TOTAL EVALUATED COST (Add totals for A+B+C+D = E) \$ _____ (E)

SUBMITTED BY:

 AUTHORIZED SIGNATURE TITLE

 TYPED NAME OF AUTHORIZED SIGNATURE FEDERAL EMPLOYER IDENTIFICATION #

 NAME OF VENDOR (COMPANY) DATE

ATTACHMENT E1 - Proposal Price Form – Category Two – Microsoft Exchange

(See Section 3.5 for instructions for completion of Proposal Price Forms)

Flat-Rate Monthly Service Charge means monthly charge for the wireless data service including but not limited to the contractor owned and supplied device, software user license and software user license maintenance cost. The Flat Rate Service Charge is for an unlimited amount of characters.

The only exceptions to the Flat-Rate Monthly Service Charge are the server software and server software annual maintenance cost.

Primary Device: _____
 Manufacturer: _____
 Model No.: _____

- A. Flat Rate Monthly Service Charge \$ _____ X 500 Est.Units = \$ _____ (A)
- B. Server Software Cost \$ _____ X 1 Unit = \$ _____ (B)
- C. Monthly Server Software Maintenance Cost
 (Year 1) \$ _____ X 12 Months = \$ _____ (C)
- D. Monthly Server Software Maintenance Cost
 (Year 2) \$ _____ X 12 Months = \$ _____ (D)
- E. TOTAL EVALUATED COST (Add totals for A+B+C+D = E) \$ _____ (E)

SUBMITTED BY:

 AUTHORIZED SIGNATURE

 TITLE

 TYPED NAME OF AUTHORIZED SIGNATURE

 FEDERAL EMPLOYER IDENTIFICATION #

 NAME OF VENDOR (COMPANY)

 DATE

ATTACHMENT F—Information Technology Security Policy and Standards

I. State Agency Data Systems Security Practices

A. Agency Computer Software and Records Security

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for all computer systems including mainframes, minicomputers, data communications facilities, local area network (LANs) file servers, microcomputer network nodes, and standalone microcomputers (desktops or notebooks/portables) which contain critical or sensitive data files. (Management must identify what are critical or sensitive data files).

1. Written procedures to safeguard application system data files must be prepared and followed.
2. The documentation for each application system must address sufficient controls for maintaining the security of source documents, before, during, and after the data entry process, and the distribution of all output.
3. All source and object programs must be maintained in a manner which prevents unauthorized access.
4. Each agency is required to maintain a list of its data processing applications and files.
5. Each agency is required to store copies of agency computer files and programs on a routine basis at an off-site location. An off-site location must be in a building other than the one that houses the primary computer files and programs.
6. Each agency is required to store at an off-site location copies of data systems documentation which would be vital in continuing the operation of the systems in an emergency situation which has resulted in the destruction of the original documentation.
7. When capabilities are available, each agency must use an automated method (e.g., a security software package) to safeguard application system data files.

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED in all instances where agencies have standalone microcomputers (desktops or notebooks/portables) or LAN file servers and microcomputer network nodes.

- 8a. Because notebook/portable microcomputers are highly susceptible to theft, the devices must be protected via the use of access-control software, passwords and a boot or power-on password where feasible and practical. A power-on or boot password protects the device from use of a DOS or system bootable diskette to bypass the computer's access control software.
- 8b. The storage of network modem telephone numbers and network passwords in unsecured standalone microcomputers (desktops or notebook/portables) is strictly forbidden.
9. All agency software and files on removable media must be put into a locking storage unit when not in use or be maintained in areas that are locked when not in use.

10. To minimize the chance of computer viruses being introduced into microcomputers only authorized and properly licensed personal computer software packages are to be used on PC's. Authorized PC software packages are those developed and approved by agency management or those obtained from reliable and responsible vendors, e.g. State software BOA vendors, nation-wide distributors, etc. that are committed to assuring product quality. The use of unauthorized or unlicensed PC software and programs (i.e., software obtained from computer bulletin boards, friends, other employees, etc.) is strictly forbidden. Only work related PC software approved by agency management is to be installed on State microcomputer equipment.
11. As a means of recovering from a computer virus attack or disaster, backup procedures must be implemented on a routine basis for agency software and files stored in PCS and LANs.
12. All users of microcomputers must use a virus scan/protection program on a regular basis to minimize damage caused by virus attacks and to scan data files for viruses entering the computer. All virus scan/protection programs used for this process must be updated on a regular frequency. The frequency of the updates is a minimum of every two years.
13. All employees utilizing personal computers must sign the State of Maryland Software Code of Ethics Form (part of the Department of Budget and Management's Policy Number 95-1) which states that unauthorized duplication of copyrighted computer software violates the law and is contrary to the State's standards of conduct.
14. When a sensitive or critical PC application is created, the application author is responsible for documenting the application. Documentation may differ slightly from one type of application to another; however, all documentation must contain the following elements:
 - ◆ a written description of the application;
 - ◆ step by step instructions on how to use the application;
 - ◆ the names and the location of the PC files;
 - ◆ a copy of the output;
 - ◆ the backup procedure for the application.

The following documentation is suggested:

 - ◆ a log of revisions (the log should include the name of the application, the original author, the date it was created, the date of each revision, the name of the individual who revised the application, and the reason for the revision).
15. A written plan to assure that all its critical and sensitive applications are "Year 2000" compliant must be adopted by each agency by December 31, 1997. Security software supporting those critical and sensitive applications must be "Year 2000" compliant.
16. A written PC security policy must be promulgated and adopted by each agency. This policy must include, as a minimum, items A.8. through A.15 above.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

Security should be considered in the design and development of each computerized record system. All agency programs should be maintained in a library which provides an audit trail of changes made to the programs. Wherever appropriate, each document which is used for initiating error

corrections to computer records should contain a statement of justification and proper authorizations.

Agencies are encouraged to tie standalone PC's together into a Local Area Network (LAN) so that software can be loaded and managed centrally, critical and sensitive files can be stored and backed up more easily and sensitive files and applications can be more readily protected from virus attacks and other security threats.

B. Agency Computer Hardware Security

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED in all instances where agencies have standalone or network microcomputers, notebook/portable microcomputers and computer terminals located in areas other than within secured computer facilities.

1. Agencies must take appropriate preventative actions to guard against damage to, or theft of, these devices.
2. Because notebook/portable microcomputers are highly susceptible to theft, none of these devices are to be left in unsecured areas while not in use e.g., the back seat of a parked vehicle.
3. Computer terminals, standalone microcomputers and microcomputer network nodes must not be left logged on to computer systems when unattended.
4. When capabilities are available, computer terminals and microcomputer network nodes must be automatically logged off by the operating system when there is no terminal activity for a pre-designated period of time.
5. When disposing of microcomputer processing units, an agency must take the appropriate action to delete all of the data that is contained on the processing unit's hard drive.
6. In a telecommuting environment, an agency must provide the same level of security on the microcomputer used at home as the microcomputer used in the workplace.

C. Password, Sign-on and Access Security

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for State agencies which utilize remote connectivity and data communications capabilities.

1. Individual user passwords must be used for every session, transmission or access to application systems.

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for State agencies where password, sign-on or access control security features are installed.

2. Passwords must be changed periodically.
3. The assignment of passwords must be tightly controlled.
4. Users must be advised that all passwords must be kept confidential and secure. The procedure for assigning passwords must reflect that efforts are made to retain the confidentiality of passwords.
5. Terminal and microcomputer network node users of the computer facilities must be restricted to accessing only files that they are individually authorized to access and also be limited to authorized operations that they may perform on or with these files.
6. System administrators must maintain a formal, written audit trail of all security access control activities on the system. The audit trail shall include, but not be limited to

maintaining a log of all changes to all user access rights/logonid's and requests to change user passwords as long as the user access rights/logonid's are active on the system; maintaining a log of all deleted user access rights/logonid's for at least two years or until audited by the Legislative Auditor and maintaining a log of all security exceptions/violations for at least two years or until audited by the Legislative Auditor.

7. Agency management or a designee of agency management must periodically review and document the security privileges, data file and program access control rights of all personnel authorized to interface with critical or sensitive application systems, files and programs. Agency management personnel that perform this review task must not include persons who manage the access controls. The review documentation must be retained for at least two years or until audited by the Legislative Auditor.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

Password management software that allows system administrators to define the rules governing how users pick their passwords is available. Use of these systems strengthens data security significantly. With appropriate password management, administrators can specify that 1) passwords are not actual names or words, 2) are of a minimum and maximum length, 3) are not used over again, 4) contain at least one number, and 5) are not composed of repeating digits. Adequate password management also permits the development of special password validation programs for processing unique applications. It is therefore recommended, where capabilities exist, that administrators implement all or some of the aforementioned password management techniques to improve password security.

Also, it is important to ensure that users are who they say they are when they sign-on to a system. This includes incorporating the ability to check users authorization every time they access a new system resource. Software is available that are aimed at identifying possible intruders and preventing unauthorized entry into systems. Recommended features include 1) preventing a single user from signing on to more than one workstation at a time; 2) restricting individual users to workstations with specific addresses; and 3) scheduling capabilities that lets administrators specify the times of day when users are allowed to sign-on to a system. It is therefore recommended, where capabilities exist, that administrators use the aforementioned sign-on techniques to the maximum extent possible.

D. Agency Information Technology Personnel Practices

These required and recommended security practices apply to all employees (contractual and permanent) and information technology consultants who interface with application systems that have been identified by agency management as being critical or sensitive. The types of duties or functions of personnel addressed by the foregoing shall include, but not be limited to security officers who grant system access rights to others, programmer-analysts, systems programmers, database administrators, network managers, information technology consultants and other personnel identified by agency management who have rights to access critical or sensitive application systems, files and programs.

THE FOLLOWING SECURITY PRACTICE IS REQUIRED.

All agency security officers must satisfactorily complete a course of instruction specified by the State Data Security Committee.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

1. It is recommended that each agency have a designated Certified Software Manager. A Certified Software Manager is defined as an individual who has participated in the Certified Software Manager Course Certification Exam program offered by the Software Publisher's Association (SPA) through its outsourcing provider, Fortress Technologies, at an approximate cost of \$400 per person. The one day, 6-hour course is designed for

managers and specialists working in the areas of MIS, microcomputing, computer services and technical support in addition to auditors, counsel, and others responsible for software compliance. The course defines the skills necessary to be a Certified Software Manager so an individual can gain the full benefits of software and avoid the legal penalties of mismanaging it. By successfully completing the course an attendee will:

- ◆ understand copyright law and licensing agreements;
- ◆ understand the software audit process;
- ◆ understand the benefits and processes of software asset management;
- ◆ develop a workable software management plan.

Once attendees have completed the course, they must pass a one-hour exam in order to be certified. The exam will be administered by Sylvan Prometric for an additional \$100 fee that may be paid directly to Sylvan. The exam must be scheduled after the course is taken.

Course materials attendees will receive include the following:

- ◆ A 300-plus page comprehensive student guide
- ◆ SPA's anti-piracy video, posters, brochures and article reprints
- ◆ SPAudit software to accelerate the self-audit process saving staff time
- ◆ "A Road map for Buying Software" poster and guide

SPA offers the one day course during the year in Washington D.C. In order to receive a current schedule of course dates, agencies can contact the SPA at the following address:

[Http://www.spa.org](http://www.spa.org)

2. If, in the opinion of agency management, a prospective employee will be interfacing with a sensitive or critical computer application, a criminal history record check should be conducted.

NOTE: A criminal history record checking service is offered, at a fee, to state agencies by the State of Maryland's Department of Public Safety and Correctional Services (DPSCS). The procedure for this service is entitled "Criminal History Record Checks For Prospective State Employees". Request forms which must be signed by the appointing authority of a state department or agency are available from:

Customer Service Unit
CJIS Central Repository
P.O. Box 5743
Pikesville, Maryland 21208-0195
Phone #: 410-318-6021

State agencies are encouraged to hire applicants on a conditional basis pending receipt of the satisfactory criminal history record check.

Background checking should be performed for final candidates for these positions prior to selection for employment. Background checking is contacting previous employers,

references, and other appropriate individuals or organizations to verify the education, training and/or experience needed to meet minimum qualifications.

Agency personnel with access to critical or sensitive data files should be advised periodically as to how data security violations should be reported. Whenever feasible, employees that work with security sensitive computerized record systems should be periodically rotated in their job functions. Agency data systems security procedures which pertain to agency personnel should also apply to temporary and contractual personnel.

To provide appropriate degrees of internal control over data processing operations, agency management should segregate functions so that information technology personnel who perform systems maintenance functions are not performing user type functions as a regular part of their duties and responsibilities. In addition, agency management should separate the following data processing duties and responsibilities among several employees:

- ◆ Performing computer operations functions,
- ◆ Maintaining application program software,
- ◆ Maintaining operating systems and databases and
- ◆ Performing data processing security functions.

II. State Computer Facility Security Practices

This section applies to all State mainframe, minicomputer, data communications facilities and Local Area Network (LAN) installations that process critical or sensitive data files. (Management must identify what are critical or sensitive data files).

A. Physical Security of Computer or Data Communications Operations Area

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED.

1. All fire safety devices must be approved and periodically checked by the State Fire Marshal.
2. The facility must have a written procedure for the disposal of its own data processing materials.

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED only at computer facilities with separated, restricted computer or data communications operations areas.

3. The facility is required to control the access to the computer or data communications operations area, permitting entry of authorized personnel only. Entry of maintenance and custodial personnel must be controlled. Former employees and visitors to the computer operations or data communications area must always be escorted.
4. If a building with a separate facility has security guards, these guards are to be scheduled to make routine checks of the facility. Management must identify the level of routine checking to be performed by security guards (e.g., perimeter checking only, full physical access, visual inspection, etc.).

5. If security guards are not available, an access alarm is to be used when the facility is unattended.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

When the size or schedule of the computer or data communications facility does not permit all employees to be known and recognized, every employee should be required to display an official identification containing a photograph of the employee.

The computer or data communications operations area should contain smoke and/or heat sensors for early detection of a fire. An automatic fire-suppressing system should be installed. The space under any raised flooring should be inspected periodically for possible hazards.

Some types of network protocol analyzers and test equipment are capable of monitoring (and some, of altering) data passed over the network. Use of such equipment should be tightly controlled since they emulate terminals and can monitor and modify sensitive information, or contaminate data.

B. Contingency Planning

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED.

1. The computer or data communications facility management must routinely assess the relative probability of significant hazardous events occurring at the facility. As a minimum, a significant hazard means fire, flood, unauthorized entry or access, power failure and man made (e.g. terrorist) or natural disasters.
2. The computer or data communications facility management must routinely assess the vulnerability of the facility to the specified significant hazards.
3. The computer or data communications facility management must have a contingency plan which addresses and prescribes actions to be taken for all significant events which management has determined could place the facility at risk. Specifically, the contingency plan must address personnel, hardware, software, data, remote connectivity, and data communications networks. The plan also must contain a section dealing with the recovery from a major disaster that would render the facility unusable and require restarting operations at an alternate site. The major disaster recovery section must address the initial response, restart procedure, personnel assignments, backup resources and facilities, and emergency vendor contacts/vendor agreements.
4. The computer or data communications facility management must periodically validate the contingency plan. The following guidelines, listed in priority order, are to be used in conducting the validation:
 - a) Actual, live, full scale disaster recovery test exercises must be used wherever feasible and practical or,
 - b) Partial recovery test exercises or simulations (e.g. tabletop exercises) of disaster recovery procedures must be used when it is impractical to conduct full scale disaster recovery tests.

The computer or data communications facility management must periodically update the contingency plan to reflect deficiencies noted during validation tests and to assure that the plan is current, viable and complete.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

As an aid in securing upper management's support for on-going contingency planning efforts, the computer or data communications facility management should consider performing a risk analysis which will assist in striking an economic balance between the impact of risks and the cost of protective measures. A well executed risk analysis will improve security awareness, identify assets, significant hazardous events and controls, improve the basis for decisions and justify expenditures for security. Risk analysis steps include the following:

- ◆ Identify critical information assets;
- ◆ Determine significant hazardous events;
- ◆ Estimate likelihood of occurrences of significant hazardous events;
- ◆ Document the impact of a loss of critical information assets (compute annual loss expectancy);
- ◆ Identify applicable cost associated with controls to be implemented;
- ◆ Project annual savings of controls.

During the assessment of the contingency plan, the computer or data communications facility management should consider the merits of having arrangements for alternative computer processing capabilities at an off-site location for emergency needs. If this option is cost effective and practical, a formal agreement should be prepared with the organization responsible for the off-site facility.

Contingency planning in Client Server environments is more complicated than it is for a mainframe data center. Many Client Server systems utilize technologies produced by several vendors in a distributed computing environment, thus multiple points of failure may occur which can magnify the scope and severity of problems. An agency's Client Server disaster recovery plan is best managed by centralized information technology systems groups.

To plan for unseen calamities, the computer or data communications facility management should determine where critical Client Server information is stored and how it is used. It is recommended that:

- a) Physically distributed servers be pulled back into a centralized, controlled environment wherever feasible or practical to better manage and protect information, improve security, data integrity and asset tracking.
- b) Software tools should be employed in Client Server environments to help create ways to protect information and systems. These software tools can help agencies choose what is most essential to recover.

The computer or data communications facility management should consider installing fault tolerant hardware and fault management software features in all critical and sensitive networks and application systems to guard against data loss and to provide for high systems availability.

Network and application system fault tolerant hardware features that agencies should consider installing include, but are not limited to, are:

- ◆ Error correction code (ECC) memories;
- ◆ Redundant arrays of inexpensive disks (RAID) technologies;
- ◆ Hot-pluggable and hot spare disks;
- ◆ Dual redundant power supplies sized to support fully loaded configurations and
- ◆ Smart uninterruptible power supplies.

Network and application fault management software features that agencies should consider installing include, but are not limited to, the capability to monitor and report on the status of:

- ◆ Memory;
- ◆ Processors;
- ◆ Disk storage devices;
- ◆ Power usage;
- ◆ Network equipment and
- ◆ Internal temperatures of processor units.

C. Computer Records

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED.

1. When capabilities are available, the computer system must provide an audit trail of all authorized and unauthorized attempted accesses to computer resources.
2. When capabilities are available, the computer system must use an automated method (e.g., a security software package) to safeguard computerized files.

D. Remote Connectivity and Data Communications

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for State computer facilities which utilize remote connectivity and data communications.

1. The computer facility must provide procedures to control access from the remote user locations during hours that remote user locations are closed.
2. Each user access must be terminated if the security code is still incorrect after a specific number of user attempts to log on.
3. Before being prompted for the user name and password, a banner must appear warning users of system monitoring procedures and State laws that apply to breaches of computer security. For example:

WARNING: Unauthorized access to this computer is in violation of Article 27, Sections 45A and 146 of the Annotated Code of Maryland. This system is being monitored. Anyone using this system expressly consents to such monitoring. Detection of unlawful conduct may be referred to law enforcement officials.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

User access logs should be regularly reviewed by an individual(s) outside of the computer operations area.

E. Dial-up Line Access

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for computer facilities which have dial-up communication lines.

1. The computer facility management must control the distribution of the computer telephone number used for a critical or sensitive application system. In these instances,

the computer facility procedures for distributing the computer telephone number must reflect that efforts are made to retain the confidentiality of the telephone number.

2. When capabilities are available or can be reasonably acquired, dial-up activity sessions must be terminated when the telephone is hung up or the carrier is dropped.
3. When capabilities are available or can be reasonably acquired, each dial-up connection must be broken whenever an unauthorized attempt is made to access a facility's computer.
4. Any system implemented for the purpose of providing electronic services for the citizens of the State via public dial-in access or through a connection to the Internet should be isolated/protected from an agency's internal computer network. This should be accomplished by ensuring the system has no internal network connection or is protected by a properly implemented network or application level firewall that enforces a responsible access control policy.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED

1. Systems accessible from dial-up terminals are particularly vulnerable to unauthorized access since the call can be initiated from virtually any telephone instrument. Official users of dial-up facilities should be distinguishable from public users if they are to be given access rights greater than those given public users. For services other than those authorized for the public, users of dial-up terminals should be positively and uniquely identifiable and their identity authenticated to the system begin accessed. This should be implemented via a two level security procedure consisting of using either a call back facility or a Public Data Network (PDN) service to access the system. When using a call back facility, official users should be provided an automatic hang-up and call back feature, which calls back to only pre-authorized numbers. When using a PDN service, a separate, network User ID and user address code should be provided to official users by the PDN service. This is in addition to the computer system's User ID and password which is provided and maintained by the computer facility.
2. An agency should exercise a great deal of care in deciding what information can be properly housed on a publicly accessible system. The agency's assistant attorney general should be involved in this decision making process.

ATTACHMENT G –Performance Bond

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of and authorized to do business in the State of Maryland Administration.....	STATE OF MARYLAND By and through the following
Penal Sum of Bond (express in words and figures)	Date of Contract
Description of Contract20.....
Contract Number:	Date Bond Executed
20.....

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witnessas to	Individual Principal(SEAL)
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In Presence of: Witnessas to	Co-Partnership Principal(SEAL) (Name of Co-Partnership)
.....as to	By:(SEAL)
.....as to(SEAL)
.....as to(SEAL)

Attest:as to Corporate Secretary	Corporate Principal (Name of Corporation)
By:CORPORATE SEAL President

Attest:(SEAL) Signature (Surety)
By:CORPORATE SEAL

Bonding Agent's Name:.....
Agent's Address.....
.....
(Business Address of Surety)

Approved as to legal form and sufficiency
this day of 20.....
.....
Asst. Attorney General