

Request for Proposals

STATEWIDE WIRELESS INTEROPERABILITY REQUIREMENTS AND PROOF OF CONCEPT

PROJECT NO. 050R6800087



DEPARTMENT OF BUDGET & MANAGEMENT

Issue Date: October 25, 2005

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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

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

Title: STATEWIDE WIRELESS INTEROPERABILITY REQUIREMENTS AND PROOF OF CONCEPT

Project No: 050R6800087

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

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

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

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

Statewide Wireless Interoperability Requirements and Proof of Concept

PROJECT NUMBER 050R6800087

RFP Issue Date: October 25, 2005

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

Procurement Officer: Cathie Phelps
Office Phone: (410) 260-7553
Fax: (410) 974-3274
e-mail: cphelps@dbm.state.md.us

Proposals are to be sent to: Maryland Department of Budget and Management
45 Calvert Street, Room 140
Annapolis, MD 21401
Attention: Cathie Phelps

Pre-Proposal Conference: November 4, 2005 – 10:00 AM Local Time
Telecommunications Access of Maryland (TAM)
Conference Room 1008B
10th Floor, 301 West Preston Street
Baltimore, MD 21201

Closing Date and Time: November 28, 2005 - 2:00PM Local Time

NOTE

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) is responsible for providing technical leadership and guidance to all agencies in the Executive Branch of the State of Maryland (the State). The OIT assures that State agencies implement successful information technology (IT) development projects in accordance with the mission of the agency and establishes direction for the productive and efficient use of information technology at the statewide level.
- 1.1.2 The purpose of this RFP is to obtain the technical expertise necessary to define and establish the strategy and technical architecture for a statewide, interoperable wireless radio system that supports public safety and first responder voice and data communication requirements. This effort involves identifying the functional requirements of system users, providing recommended options for deploying a statewide interoperable radio system, defining a pragmatic implementation strategy, and establishing a proof of concept site(s) to demonstrate the proposed engineering will meet the needs of the State. The results of this RFP will be utilized in defining and directing future projects for the implementation of a statewide wireless interoperable voice and data communication system.
- 1.1.3 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and the State. The Procurement Officer shall issue a Notice to Proceed (NTP) for any or all of the discrete priced deliverable tasks identified in the RFP Section 2.5 depending upon the available funding and the successful accomplishment of previously ordered tasks. The State anticipates that project task execution will occur through sequential as well as concurrent activities. A Notice To Proceed (NTP) for Tasks 1 – 7 will be issued at Contract execution. At the sole discretion of the State, a specific Notice to Proceed (NTP) will be issued for Task 8 and possibly Task 9, if warranted. Expected Completion dates listed in Section 2.5 are based on the State's understanding of when certain task deliverables could reasonably be expected. Offerors are expected to commence task activities based on the level of effort necessary to produce the required final deliverables no later than the Expected Completion dates.
- 1.1.4 DBM intends to award one Contract to an Offeror whose proposal is deemed most advantageous to the State. Offerors must be able to provide all services and meet all of the requirements requested in this solicitation.

1.2 Abbreviations and Definitions

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

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

- d. **Contract Manager (CM)** – The State representative for this project is primarily responsible for contract administration functions, including issuing written direction and modifications, monitoring this project to ensure compliance with the terms and conditions of the Contract and assisting the Project Manager in achieving completion of the project.
- e. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- f. **DBM** – Maryland Department of Budget and Management
- g. **Fully Loaded Rates** – Rates provided by the Offeror in Attachment F that contain direct and indirect cost and profit for the Contractor.
- h. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- i. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- j. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays.
- k. **Offeror** – An entity that submits a proposal in response to this RFP.
- l. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.
- m. **Project Manager (PM)** – The State representative that is primarily responsible for management of this project. DBM may change the PM at any time by written notice to the Contractor.
- n. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050R6800087, including any amendments.
- o. **State** – “State” means the State of Maryland.

1.3 Contract Type

The Contract that results from this RFP shall be a Fixed Price Contract in accordance with COMAR 21.06.03.02. The Not to Exceed (NTE) amount shall be the Contractor’s proposed price to complete all work requirements for all phases of work.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of two years beginning on the Contract execution date and ending two years later.

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:

Cathie Phelps
Maryland Department of Budget and Management
Division of Policy Analysis
45 Calvert Street, Room 140
Annapolis, Maryland 21401
Phone Number: 410-260-7553
Fax Number: 410-974-3274
E-mail: cphelps@dbm.state.md.us

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

1.6 Contract and Project Manager

The Contract Manager is primarily responsible for contract administration. The Project Manager monitors the daily activities of the Project and provides technical guidance to the Contractor. The CM and PM will be identified at a later date.

1.7 Pre-Proposal Conference

A pre-proposal conference (Conference) will be held on November 4, 2005, beginning at 10:00 AM, in the TAM Conference Room, 1008B, 10th Floor at 301 West Preston Street, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

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

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please fax the Pre-Proposal Conference Response Form to the attention of Cathie Phelps at (410) 974-5615 with such notice no later than 4:00 PM on November 2, 2005. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than November 2, 2005. DBM will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace Fee

eMarylandMarketplace is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMarylandMarketplace.

COMAR 21.02.03.06 requires that the successful bidder/offeror under this solicitation pay a fee to support the operation of eMarylandMarketplace. The applicable fee is based on total contract value (including base contract plus all options). A total contract value that is other than an even dollar amount will be rounded to the nearest dollar to determine the appropriate fee level. For example, a total contract value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total contract value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com

The fee amount must be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price.

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

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

An unbound original and five 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 28, 2005 in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, November 28, 2005 at 2:00 PM (local time) will not be considered.

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

1.11 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.

1.12 Revisions to the RFP

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

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

1.13 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. 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.

1.14 Oral Presentation

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

1.15 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.

1.16 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.

1.17 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).

1.18 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.19 Access to Public Information Act Notice

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

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

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If an Offeror that seeks to perform or provide the services required by this RFP is subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 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.

1.22 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.

1.23 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 business days notification of proposed Contract award.

1.24 Minority Business Enterprises

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

An MBE subcontractor participation goal of 25% has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the MBE goals in such subcontract awards with businesses certified by the State as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

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

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

1.25 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, 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.

1.26 Procurement Method

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

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State 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.

1.28 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:

- (a) In connection with a procurement contract a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or

- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.29 Non-Visual Access

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

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

1.30 Payments by Electronic Funds Transfer

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

1.31 Conflict of Interest

- 1.31.1 Potential Offerors should be aware that the State Ethics Law, State Government Article, § 15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances.
- 1.31.2 The successful Offeror(s) will provide IT consulting and technical services for State agencies, or component programs with those agencies and must do so impartially and without any conflicts of interest. Contractors will be required to complete a Conflict of Interest Affidavit. A copy of this Affidavit is included as Attachment G of this RFP. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a

conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject an Offeror under COMAR 21.06.02.03B.

1.32 Confidential Information

Information provided to Offerors shall be kept confidential. Some information provided by the State is identified in Section 2.11, but the State may share other materials or information in oral, electronic, written or other form during the course of the procurement. In order for the Offeror to receive confidential information needed to prepare an offer, the Offeror shall sign a non-disclosure agreement (See Attachment H) and send the signed agreement to the Procurement Officer. The successful Offeror (the Contractor) shall also sign a similar agreement governing materials provided to the Contractor for Contract performance. Offerors are to contact the Procurement Officer in order to receive any materials necessary to complete proposals after submitting the agreement.

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SECTION 2 – SCOPE OF WORK

2.1 Purpose

The purpose of this RFP is to obtain the technical expertise necessary to define and establish the strategy and technical architecture for a statewide, interoperable wireless radio system that supports public safety and first responder voice and data communication requirements. This effort involves identifying the functional requirements of system users, providing recommended options for deploying a statewide interoperable radio system, defining a pragmatic implementation strategy, and establishing a proof of concept site(s) to demonstrate the proposed engineering will meet the needs of the State. The results of this RFP will be utilized in defining and directing future projects for the implementation of a statewide wireless interoperable voice and data communication system.

2.2 Background

2.2.1 The current inventory of communications systems deployed throughout the State (owned and operated by State, county and local municipality agencies) consists of systems that were constructed on an “as-needed” basis over several decades, and are typically designed to meet the needs of a specific user base. These communications systems often do not permit cross-jurisdictional communications, are primarily voice only, and are unable to be expanded or improved to support expanding functional requirements. In addition, manufacturer support for these older systems is minimal, and in some cases, not expected to continue. These constraints, plus external drivers, primarily the FCC, to migrate the State’s wireless infrastructure to new narrow band technology, are providing an opportunity to examine an enterprise solution for a statewide, interoperable wireless radio system that supports public safety and first responder voice and data communications.

2.2.2 To facilitate discussions and manage potential future project activities the State intends to regionalize the State’s landmass into five distinct regions. These regions shall be used when developing all deliverables of this RFP:

- A) Region 1: Lower and Upper Eastern Shore (Somerset, Worcester – including Ocean City, Wicomico, Dorchester, Talbot, Caroline, Queen Anne’s and Kent Counties)
- B) Region 2: Northern: (Baltimore County, Baltimore City, Harford and Cecil Counties).
- C) Region 3: Baltimore/Washington Metropolitan area (Anne Arundel, Prince George’s, Montgomery, Carroll, Howard and Frederick Counties)
- D) Region 4: Southern Maryland (St. Mary’s, Charles and Calvert Counties)
- E) Region 5: Western Maryland (Washington, Allegany and Garrett Counties)

2.2.3 Spectrum Availability and Tower Characteristics

The State currently holds Statewide 700 MHz and Statewide 4.9 GHz licenses and is eligible to apply for Wide and Narrow Band General channels in the 700MHz spectrum. Availability for Public Safety use of all 700 MHz Frequency Spectrum is not anticipated to occur until 2006 or

beyond. A separate effort is presently underway to inventory and catalog the physical characteristics of 316 radio tower sites across the State. This effort, expected to complete by May 2006, will result in an inventory characterizing each site, tower, shelter and wave-guide.

2.2.4 Wireless Workgroups and Committees

A committee of subject matter experts has been tasked with addressing the issues surrounding the implementation of a statewide, interoperable wireless radio system that supports public safety and first responder voice and data communication requirements. This committee, the State Interoperability Executive Committee (SIEC), is intended to leverage the considerable expertise of its members - State agencies, Maryland Association of Counties (MACCO) and Maryland Municipal League (MML) – in the development of the system’s requirements and implementation strategy. It is expected that the SIEC will be active participants in this project. The members of the SIEC, hereinafter referred to as Stakeholders, represent:

MD Department of Transportation	MD Department of Natural Resources
MD Department of Budget and Management	MD Institute of Emergency Medical Services
MD State Police	MD Department of Juvenile Services
MD Department of Public Safety and Correctional Services	Maryland Emergency Management Administration
Baltimore County	City of Annapolis
Calvert County	Town of Bladensburg
Cecil County	City of Frostburg
Prince George’s County	Town of Leonardtown
Queen Anne’s County	Ocean City
Washington County	Pocomoke City
Worcester County	Town of Sykesville
Baltimore City	

2.3 General Requirements

2.3.1 The Contractor shall comply with all laws, regulations, policies, standards and guidelines affecting wireless communication systems and information technology projects undertaken by the State. It is the responsibility of the Contractor to ensure adherence to this requirement and to remain abreast of and comply with all changes that may affect project execution. These may include, but are not limited to:

- a. The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword SDLC;
- b. The State’s Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword Security Policy;
- c. The State’s Information Technology Project Oversight at: www.dbm.maryland.gov - keyword IT Project Oversight;
- d. The State’s Enterprise Architecture at www.dbm.maryland.gov - keyword MTAF Guiding Principles;
- e. Project management methodologies that are consistent with the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) Guide;

- f. Title 47 Code of Federal Regulations;
- g. Federal Communications Commission (FCC) regulations, rules, orders, and directives.

2.4 Phase Descriptions

The project supported by this RFP is to be executed in multiple phases. Each phase will consist of the discrete tasks required to produce specific deliverables. Each phase will build upon the previous phase. The phases of this project include:

- 2.4.1 **PHASE 1: Define Functional Requirements:** The Contractor shall create and document a set of functional requirements to be utilized in completing Phases 2 and 3.
- 2.4.2 **PHASE 2: Design and Implementation Strategy:** The Contractor shall develop and document an overall system design, a system implementation strategy and detailed design for Phase 3, Proof of Concept.
- 2.4.3 **PHASE 3: Proof of Concept:** The Contractor shall conduct and document a real world operational test and validation of the recommended design developed in Phase 2 to meet the functional requirements developed in Phase 1.

2.5 Task Deliverables

2.5.1 Guidelines for Deliverables

- 2.5.1.1 For each written deliverable, draft and final, the Contractor shall submit to the Project Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.
- 2.5.1.2 Drafts of all final deliverables are required at least two weeks in advance of all final deliverable due dates. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:
 - A) Be presented in a format appropriate for the subject matter and depth of discussion;
 - B) Be organized in a manner that presents a logical flow of the deliverable's content;
 - C) Represent factual information reasonably expected to have been known at the time of submittal;
 - D) Present information that is relevant to the section of the deliverable being discussed;
 - E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- 2.5.1.3 Upon completion of a deliverable, the Contractor shall document each deliverable in final form to the Project Manager for acceptance. The Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment I). The Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

2.5.1.4 Upon receipt of a final deliverable, the Project Manager shall commence acceptance testing or review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment J). In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the Project Manger or the Project Manager has specifically issued in writing a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions accepted by the Project Manager, the Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.13 Invoicing).

2.5.1.5 When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of the RFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion;
- B) Be organized in a manner that presents a logical flow of the deliverable’s content;
- C) Represent factual information reasonably expected to have been known at the time of submittal;
- D) Present information that is relevant to the section of the deliverable being discussed.

2.5.1.6 The State required milestones and deliverables are defined below. Within each task the Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. Deliverable Expected Completion Dates specified as NTP + Month(s) (e.g. NTP + 6 Months) are due as a final deliverable no later than the last business day of the month. For example, an NTP is issued on March 1, 2006 for a deliverable with an Expected Completion date specified as NTP + 2 Months. Because the last day of the second month falls on a Sunday, the deliverable Expected Completion date is April 28, 2006.

2.5.2 PHASE 1 - Define Functional Requirements

2.5.2.1 Task 1: Conduct Project Initiation

The Contractor shall develop a Project Management Plan (PMP) that includes all tasks and milestones necessary to complete the requirements defined in the Statement of Work. The PMP shall include:

- A Gantt chart for the entire project;
- A detailed Project Work Plan (PWP) that identifies each project milestone and associated deliverable; and,
- A description of the project work effort necessary to accomplish each milestone and deliverable.

Once the State’s Project Manager accepts the Project Management Plan, it will become the baseline to gauge schedule variance and Contractor performance for all project activities.

The Contractor shall facilitate a Project Kickoff Meeting to include the project teams from both parties and the project’s Executive Sponsor, for the purpose of conducting introductions, defining roles and responsibilities, logistical details, and communicating expectations.

ID	Deliverables for 2.5.2.1	Expected Completion:
2.5.2.1.1	Project Gantt Chart	NTP + 14 Calendar Days
2.5.2.1.2	Project Kickoff Meeting	NTP + 21 Calendar Days
2.5.2.1.3	Project Management Plan	NTP + 30 Calendar Days

2.5.2.2 Task 2: Develop Stakeholder Interview Schedule and Requested Information

The Contractor shall develop:

- The set of information to be requested of each Stakeholder (see RFP section 2.2.4) necessary to satisfy all remaining project deliverables;
- An effective methodology to capture this information; and,
- The format of the repository to contain the information collected.

The Contractor shall establish the schedule to meet with each individual Stakeholder.

ID	Deliverable for 2.5.2.2	Expected Completion:
2.5.2.2.1	Stakeholder Requested Information	NTP + 45 Calendar Days
2.5.2.2.2	Stakeholder Interview Schedule	NTP + 45 Calendar Days

2.5.2.3 Task 3: Develop Functional Requirements Document

The Contractor shall conduct and complete all interviews (data collection) in preparation for the rest of this task. The Contractor shall develop the Functional Requirements Document (FRD) that includes Stakeholder requirements to be supported by the new system. The Contractor shall:

- Utilize the requirements captured during Stakeholder interviews and/or identified by reviewing documentation such as Radio Communications Strategic Plans and asset inventories;
- Categorize requirements in terms of immediate (0 – 5 years), interim (6 – 10 years) and long term (10 + years);
- Identify current types of Stakeholder communications equipment and characteristics such as frequencies used, capabilities, number of current users, historical and anticipated growth of users and known limitations; and,
- Identify Stakeholder radio channel operational groups.

The Contractor shall ensure that all requirements are attributable to a specific Stakeholder and that the Stakeholders have reviewed and accepted the requirements attributed to them. The Contractor shall define and analyze process dependencies and interactions between Stakeholders.

ID	Deliverable for 2.5.2.3	Expected Completion:
2.5.2.3.1	Conduct and Complete All Interviews (Data Collection)	NTP + 3 Months
2.5.2.3.2	Functional Requirements Document	NTP + 5 Months

2.5.3 PHASE 2 - Design and Implementation Strategy

2.5.3.1 Task 4: Develop Statewide Wireless Channel Plan

The Contractor shall develop the Statewide Wireless Channel Plan that, at a minimum:

- Maximizes available frequency spectrum;
- Establishes channel capacity to satisfy both voice and mobile data requirements;
- Considers all operational call groups;
- Considers frequency reuse based on State and surrounding jurisdictional boundaries;

- Prioritizes functional requirements based on immediate, interim and long term needs;
- Assesses functional requirements against the FCC Narrow Banding requirements and identifies impediments and opportunities to achieving the overall objective of a statewide interoperable wireless voice and data communication system;
- Evaluates the feasibility of using a portion of the 700 MHz Frequency Spectrum on a temporary basis before the anticipated 2006 spectrum release; and,
- Considers the use of other frequencies such as Low Band, VHF, UHF and 800 MHz frequencies (there is no constraint to use only 700 MHz and 4.9 GHz frequency spectrums).

ID	Deliverable for 2.5.3.1	Expected Completion:
2.5.3.1.1	Statewide Wireless Channel Plan	NTP + 5 Months

2.5.3.2 Task 5: Develop System Detailed Design Document

The Contractor shall develop:

- The System Detailed Design Document that describes the system requirements;
- Operating environment;
- System and subsystem architecture;
- Input and output requirements;
- Detailed design;
- Processing logic;
- The Statewide Wireless Channel Plan; and,
- External interfaces.

The Contractor shall include a requirements matrix showing where and how requirements are to be satisfied; an evaluation of all currently available and soon to be available (6 – 12 months) interoperable wireless communications hardware, software and programmable technologies; and recommendations for which technology would best satisfy the functional requirements.

ID	Deliverable for 2.5.3.2	Expected Completion:
2.5.3.2.1	System Detailed Design Document	NTP + 8 Months

2.5.3.3 Task 6: Develop System Implementation Plan

The Contractor shall develop the Implementation Plan that describes the strategy for how the system will be deployed and installed into the operational environment. The plan will, at a minimum include:

- An overview of the system;
- A brief description of the major tasks involved in implementation;
- A pros and cons comparison of each recommended strategic option and combination of options;
- Expected benefits resulting from the implementation of each strategy and/or combination of strategies (e.g. acceleration of full system implementation, taking advantage of limited availability resources, or cost savings resulting from an asset reuse strategy);

- Any site-specific implementation requirements or limitations;
- Relative time to implement each recommended strategy as well as the overall statewide system; and,
- Estimated costs to implement and maintain each recommended strategic option (e.g. new or upgrades to existing hardware, software, facilities, materials, and personnel).

The Contractor shall develop an optimum implementation strategy based on a balance of service reliability, satisfying functional requirements, time to implement, and estimated costs.

The Contractor shall develop cost estimates based on industry best practices applicable to the strategy being proposed. For example, if a proposed strategy is to construct a tower, the estimate for the strategy should be based on industry cost standards for the type, size and fit out of the tower to be constructed. All cost estimates are to be accompanied with the assumptions developed to establish the size, volume or scope of the recommendation.

ID	Deliverable for 2.5.3.3	Expected Completion:
2.5.3.3.1	System Implementation Plan	NTP + 8 Months

2.5.3.4 Task 7: Develop Phase III Detailed Design and Project Management Plan

The Contractor shall develop the Phase III Detailed Design Document that, at a minimum includes:

- Recommended identification of the specific site(s) and associated justification for selection;
- Detailed design and engineering requirements for each site;
- Specific requirements to be assessed;
- Detailed Test Plan aligned to functional requirements;
- Detailed performance metrics to validate proof of concept; and,
- Strategy to capture metrics.

The Contractor shall develop the Phase III Project Management Plan to include all tasks and milestones required to establish, operate and demonstrate performance of the proof of concept site(s). The Project Management Plan shall include, at a minimum:

- An overview of the implementation strategy; a Gantt chart and detailed work plan that identifies each task and associated project milestone;
- Description of the work effort necessary to accomplish each milestone;
- Associated roles and responsibilities for each task;
- Detailed list of State supplied resources needed to support the implementation effort;
- Any site-specific implementation requirements or limitations; and,
- Relative time to make the site(s) operational.

The Contractor shall develop a service level agreement (SLA) to ensure 24x7x365 operational performance consistent with Stakeholder requirements.

ID	Deliverable for 2.5.3.4	Expected Completion:
2.5.3.4.1	Phase III Detailed Design Document	NTP + 9 Months
2.5.3.4.2	Phase III Project Management Plan	NTP + 9 Months
2.5.3.4.3	Phase III Service Level Agreement	NTP + 9 Months

2.5.4 Phase 3: Proof of Concept

2.5.4.1 Task 8: Proof of Concept Validation Site One

The Contractor shall establish and manage a fully operational proof of concept site at the approved location according to the Phase III Detailed Design Document and the Phase III Project Management Plan for a period of six months. The Contractor shall:

- Equip, install and make operation the site with technologies that are readily available or soon to be available (6 – 12 months) from the respective manufacturers, at no cost to the State; and,
- If sufficient room is unavailable in the existing shelter the manufacture at no cost to the State will be required to provide a shelter that conforms to industry standards for such a structure.

The Contractor shall manage the operation of the site with engineering and technical resources provided by the respective manufactures, at no cost to the State. The Contractor shall successfully execute all Test Plan requirements; and capture and analyze site performance metrics. Upon completion of the proof of concept operational period, the Contractor shall compile lessons learned and update all previously accepted deliverables to reflect the experiences of the proof of concept.

ID	Deliverable for 2.5.4.1	Expected Completion:
2.5.4.1.1	Proof of Concept Site 1	NTP + 9 Months (includes a 3 month consideration for acquisition and installation)
2.5.4.1.2	Lessons Learned and Update of Previous Deliverables	NTP + 10 Months

2.5.4.2 Task 9: Proof of Concept Validation Site Two (Optional)

At the sole discretion of the State, this task may or may not be exercised. The Contractor shall establish and manage a fully operational proof of concept site at the approved location according to the Phase III Detailed Design Document and the Phase III Project Management Plan for a period of six months. The Contractor shall:

- Equip, install and make operation the site with technologies that are readily available or soon to be available (6 – 12 months) from the respective manufacturers, at no cost to the State; and,
- If sufficient room is unavailable in the existing shelter the manufacture, at no cost to the State, will be required to provide a shelter that conforms to industry standards for such a structure.

The Contractor shall manage the operation of the site with engineering and technical resources provided by the respective manufactures, at no cost to the State. The Contractor shall successfully execute all Test Plan requirements; and capture and analyze site performance metrics. Upon completion of the proof of concept operational period, the Contractor shall compile lessons learned and update all previously accepted deliverables to reflect the experiences of the proof of concept.

ID	Deliverable for 2.5.4.2	Expected Completion:
2.5.4.2.1	Proof of Concept Site 2	NTP + 9 Months (includes a 3 month consideration for acquisition and installation)
2.5.4.1.2	Lessons Learned and Update of Previous Deliverables	NTP + 10 Months

2.6 Project Acceptance Criteria

The project will be termed a success if the Contractor satisfies the following acceptance criteria:

- A) All milestones are met;
- B) All deliverables are completed, reviewed and accepted by the Project Manager;
- C) All tests are completed, reviewed and accepted by the Project Manager;
- D) All contractual obligations are completed, reviewed and accepted by the Contract Manager;
- E) Provides the State with a thorough briefing on recommendations and complete detail of options available for final decision;
- F) All project tools, data, and analysis are received by the PM; and,
- G) All findings of the operational review are submitted.

2.7 Security Requirements

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

2.7.2 IT Security

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

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

2.7.3 Physical Security:

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

2.7.3.2 Security Clearance (**May be required by some State Agencies**):

- A. The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on-site at any location covered by the Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract and shall be completed within two months of contract award.

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

2.7.3.3 On-site Security requirement(s) (**Required by some State Agencies**): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
- B. Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.

- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as: tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.

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

2.8 Meetings and Reports

2.8.1 The Contractor shall attend a progress meeting with DBM every two weeks. Meetings and progress reports are not a part of any discrete task and as such are considered a project management and overhead obligation to be absorbed within the Contractor's pricing for tasks. A project progress report shall be submitted prior to the meeting to the Project Manager and shall contain, at a minimum, the following information:

- A) Agency Acronym, Purchase Order Number, functional area acronym, reporting period and "Progress Report" to be included in the e-mail subject line;
- B) Work accomplished during the bi-weekly period;
- C) Deliverable progress, as a percentage of completion;
- D) Issues impacting or potentially impacting successful project execution;
- E) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date;
- F) Gantt chart updated from the original to show actual progress and as applicable, explanations for variances and plan for completion on schedule.

2.8.2 The Contractor shall present the status of the project to the Statewide Interoperability Executive Steering Committee, which meets monthly, and the Governance Working Group, which meets quarterly. The meetings are approximately two hours in length and will include a 15 – 30 minute time period for the Contractor updates. The meeting update shall include, at a minimum, the following information:

- A) Work accomplished during the previous month;
- B) Deliverable progress, as a percentage of completion;
- C) Issues impacting or potentially impacting successful project execution;
- D) Planned activities for the next month;
- E) Overview of Project Deliverables as completed; and,
- F) Advantages to the participants for endorsing the design plans.

2.9 Availability of Staff

2.9.1 Availability of Key Personnel

Offerors shall ensure the identified key personnel will be available to perform Contract requirements. Contractor key personnel shall not be reassigned to another task without the written concurrence of the State's Contract Manager for 180 calendar days from the Contract award date. If any key personnel leave the employment of the Contractor, or are approved for reassignment by the State's CM, the replacement must have equal or better qualifications than those listed in Section 2.10.1 and be approved by the State's CM as outlined in Section 2.9.4.2.

2.9.2 Substitution of Key Personnel

During the first 180 calendar days of the Contract performance period, no substitutions of key personnel will be permitted unless such substitutions are necessitated by extraordinary circumstances such as sudden illness, death, or as otherwise approved by the CM. In any of these events, the Contractor shall promptly notify the CM and provide the information required by Section 2.9.4.2. After the initial 180 calendar day period, all proposed substitutions of key personnel must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the CM, with the information required in Section 2.9.4.1. The CM must agree to the substitution in writing before such substitution shall become effective.

2.9.3 Availability of Other Personnel

Individuals assigned and accepted as personnel for the tasks within this Contract are expected to remain dedicated to the Contract for the duration of the task. Substitutions will be allowed only when the CM specifically agrees to the substitution in writing.

2.9.4 Substitutions of Other Personnel

2.9.4.1 All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed by the Offeror and evaluated and accepted by the CM. The burden of illustrating this comparison shall be the Contractor's. The resumes of the initially assigned personnel shall become the minimum requirement for qualifications for the duration of the total Contract term. If one or more of the personnel are unavailable for work under this Contract for a continuous period exceeding 15 calendar days, the Contractor shall immediately notify the CM and propose to a replacement with personnel of equal or better qualifications within 15 calendar days of notification. All substitutions shall be made in accordance with this provision.

2.9.4.2 All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume of the proposed substitute (See Section 2.9.4.3), and any other information requested by the CM to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for other personnel; the burden of illustrating this comparison shall be the Contractor's.

2.9.4.3 Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

2.9.4.4 The State shall, at any time, have the right to require the Contractor to replace any of its personnel assigned to this Contract if any such Contractor personnel are uncooperative, inefficient, unprofessional in their appearance or actions, or otherwise demonstrate an inability to perform the requirements specified in the RFP. The requirement shall apply equally to subcontractors of the Contractor should the State permit the use of subcontractors hereunder.

2.10 Personnel

2.10.1 The Contractor's key personnel shall have demonstrated experience in developing and implementing one or more of the following type projects associated with an interoperable wireless radio system that supports public safety and first responder voice and data communication requirements for a state, county or federal government agency consisting of two or more distinct operating entities dispersed over a sizable geographic area:

- Developing and documenting the functional requirements for an interoperable wireless radio system that supports public safety and first responder voice and data communication.
- Developing and documenting detailed design and feasibility assessments for an interoperable wireless radio system that supports public safety and first responder voice and data communication.
- Developing and documenting effective and pragmatic implementation strategies for an interoperable wireless radio system for support of public safety and first responder voice and data communication.
- Managing the operations of an interoperable wireless radio system that supports public safety and first responder voice and data communication.

2.10.2 The State prefers that key personnel have had recent experience (within the past three years) in the type projects described above in Section 2.10.1.

2.10.3 Key Personnel

Certain senior and highly skilled personnel are essential for successful Contractor performance on this project. Offerors shall identify the two key personnel listed below. Key personnel must meet the minimum requirements for experience and proficiency to be eligible for these labor categories.

2.10.3.1 Project Manager – The Project Manager is responsible for ensuring that work performed under this contract is within the scope, consistent with requirements, and delivered on time and on budget. The Project Manager performs day-to-day management of the project; identifies issues and risks and recommends possible issue and risk mitigation strategies; identifies critical paths, tasks, dates, testing, and acceptance criteria; and monitors issues and provides resolutions for up-to-date status reports. Three years of successful experience in managing large scale, interoperable wireless communications systems projects of similar scale and scope supporting public safety and first responders are preferred. Must possess a bachelor's degree from an accredited institution in electrical engineering, wireless communications or other applicable discipline.

2.10.3.2 Chief Engineer – The Chief Engineer is responsible for senior level engineering and/or tasks associated with this project. The Chief Engineer serves as the project's technical expert performing tasks such as: identify and translate functional requirements and operational issues into solutions employing current state-of-the-art wireless communication systems equipment and software; identify relationships between different requirements; and develop the design to support the deliverables of this project. Three years of successful experience in leading the development of functional requirements and detailed design, establishing pragmatic implementation strategies,

and the construction and operation of large scale, interoperable wireless communications systems projects of similar scale and scope supporting public safety and first responders are preferred. Must possess a bachelor's degree from an accredited institution in electrical engineering, wireless communications or other applicable discipline.

2.10.4 Other Personnel

The Contractor shall have additional personnel to fulfill the requirements contained in this RFP.

2.11 State Furnished Resources

2.11.1 The Contractor shall be provided the following:

- A) Access to State personnel who have a role in voice, data communications, engineering, planning and maintenance;
- B) Statewide 700MHz license;
- C) Statewide 4.9 GHz license;
- D) VHF- UHF and LB licenses; and,
- E) Tower Assessment - anticipated completion March of 2006.

2.11.2 Information provided to Contractor shall be kept confidential. Some information provided by the State is identified in Section 2.11.1, but the State may share other materials or information in oral, electronic, written or other form. In order for the Contractor to receive confidential information needed to perform the Contract, the Contractor shall sign a non-disclosure agreement (See Attachment H) within ten business days after notification of award.

2.12 Retainage

Five percent (5%) of each applicable invoice up to 5% of the total contract price shall be held by DBM as retainage. Disbursement of the total retainage will be dependent upon and occur 30 days following: (1) Contractor's invoicing of the retainage (See section 2.13 Invoicing); and (2) sign-off of the Project Acceptance Criteria by the State (See section 2.6.1 Project Acceptance Criteria).

2.13 Invoicing

2.13.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the State for each deliverable and include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, retainage (if applicable) and the purchase order number(s) being billed. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.13.2 For each discrete Fixed Price Service deliverable the Contractor shall submit an invoice for each completed deliverable accepted by the State. There will be no partial payments made under this Contract.

2.13.3 When the State signs-off of the Project Acceptance Criteria (See Section 2.6.1 Project Acceptance Criteria), the Contractor shall submit an invoice for payment of the retained amount.

2.13.4 For each invoice the Contractor shall:

- A) In addition to meeting the general invoice requirements above, provide the cumulative retainage amount for each discrete deliverable.
- B) Include a recap section detailing cumulative billings, to date, by deliverable and dollar total invoiced including the month for which the invoice was submitted, cumulative retainage to date by deliverable and a retainage total, including the month for which the invoice was submitted.

2.14 Insurance

- 2.14.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.
- 2.14.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 2.14.3 The Contractor shall provide a copy of the Contractor's current certificate of insurance, which, at a minimum, should contain the following:
 - A) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - B) General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
 - \$2,000,000 - General Aggregate Limit (other than products/completed operations)
 - \$2,000,000 - Products/completed operations aggregate limit
 - \$1,000,000 - Each Occurrence Limit
 - \$1,000,000 - Personal and Accidental Injury Limits
 - \$ 50,000 - Fire Damage Limit
 - \$ 5,000 - Medical Expense
- 2.14.5 Upon execution of a Contract with the State, Contractor shall provide the State with current certificates of insurance, and shall update such certificates from time to time, as directed by the State.
- 2.14.6 The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland.
- 2.14.7 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

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

3.2 Proposals

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

3.3 Submission

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

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s responsibilities in Section 1.20. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

3.4.2 Additional Required Technical Submissions:

- A. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Completed Minority Business Enterprise (MBE) Participation Forms (See Attachments D-1 and D-2)
- C. Completed Conflict of Interest Affidavit/Disclosure (Attachment G)

3.4.3 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, 5 copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3

provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

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

3.4.4 Title and Table of Contents

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

3.4.5 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary".

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

3.4.6 Offeror Experience and Capabilities

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

- 3.4.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:
 - A) A summary of the services offered;
 - B) The number of years the Offeror has provided these services;
 - C) The types of clients and geographic locations that the Offeror currently serves; and,
 - D) A synopsis of the Offeror's experience including the general scope of the voice and data needs assessment and channel implementation plans that have been or are currently being developed.
- 3.4.6.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.
- 3.4.6.3 At least three references from its customers who are capable of documenting:
 - A. The Offeror's ability to manage projects of comparable size and complexity.
 - B. Each client reference shall be from a client for whom the Offeror provided service and shall include the following information:

- Name of client organization
- Name, title, and telephone number of point of contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, objectives satisfied

3.4.6.4 Examples of Previous Work. Offerors shall provide examples of their previous work as part of their proposals to include the following:

- A. Surveys of Needs Assessments
- B. Assessment Report
- C. Channel Implementation Plan

3.4.7 Offeror Technical Response to RFP Requirements

The Offeror shall address each major task in the Technical Proposal and describe how its proposed services will meet the requirements as described in the RFP (Section 2 with the exception of sections 2.9 and 2.10, which cover personnel). If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done.

3.4.8 Personnel

The Offeror shall describe its key and non-key personnel capabilities as well as explaining how it will meet substitution provisions in compliance with Sections 2.9 and 2.10. The Offeror shall include any relevant professional or formal certifications achieved by the personnel proposed. The Offeror shall illustrate in this section of the proposal, how the project team will be organized and how the project team will report up to the Offeror's organization. Resumes shall be provided for all personnel proposed for this project.

3.4.9 Proposed Project Management Plan, Project Work Plan and Assumptions

The Offeror shall submit a proposed a Project Management Plan (PMP) and Project Work Plan (PWP) utilizing a work breakdown structure for each of the major tasks outlined in Section 2.5. The work plan shall identify the major activities to achieve each of the deliverables including due dates from the NTP.

The Offeror shall include a list of all assumptions that were used to develop the work plan. An example of an assumption the Offeror might include would be a presumed start date for the project and any State personnel requirements to support Contractor efforts.

The work breakdown structure shall contain sufficient detail to impart the Offeror's knowledge and ability to successfully complete this project. The Offeror may use any information included in this RFP as well as the list of organizations the Contractor must visit noted in Section 2.2.4.

The proposed work plan, due dates for milestones and deliverables tasks, labor categories proposed, and resource hours estimated for each proposed labor category shall become part of the Contract with the selected Offeror.

3.4.10 Financial Capability and Statements

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

3.4.11 Legal Actions Summary

The Offeror shall include the following:

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

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

3.4.12 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits set forth in Section 2.14.

3.4.13 Economic Benefit Factors

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

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

3.4.14 Subcontractors

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

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Contractor shall submit an original unbound copy, five copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all cost

information in the format specified in **Attachment F**. Complete the price sheets only as provided in the Price Proposal Instructions.

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

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

4.2 Technical Criteria

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

- Offeror’s Proposed Personnel (Ref. Section 3.4.8)
- Offeror’s Technical Response to RFP Requirements. An Offeror’s response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology and how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3.4.7)
- Offeror Experience and Capabilities (Ref. Section 3.4.6)
- Proposed Project Management Plan, Project Work Plan and Assumptions (Ref. Section 3.4.9)
- Economic Benefit Factors. (Ref. Section 3.4.13)

4.3 Financial Criteria

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

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

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

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

4.5.2 Selection Process Sequence

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

4.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

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

ATTACHMENTS

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

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

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

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

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.7 by those potential Offerors who plan on attending the conference.

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

ATTACHMENT G – Conflict of Interest Affidavit/Disclosure

ATTACHMENT H – Non-Disclosure

ATTACHMENT I – Agency Receipt of Deliverable Form

ATTACHMENT J – Agency Acceptance of Deliverable Form

ATTACHMENT K – Procurement Officer Checklist. Used to as an aide to be certain all the components of the Technical Proposal are completed and submitted. The checklist will not be a part of the technical evaluation.

ATTACHMENT A – CONTRACT

**STATEWIDE WIRELESS INTEROPERABILITY
REQUIREMENTS AND PROOF OF CONCEPT**

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

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 “Department” means the Maryland Department of Budget and Management.
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.4 “Procurement Officer” means Cathie Phelps of the Department.
- 1.5 “Contract Manager” (to be determined).
- 1.6 “RFP” means the Request for Proposals for Statewide Wireless Interoperability Requirements and Proof of Concept, Project 050R6800087, and any amendments thereto issued in writing by the State.
- 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 The Contractor shall provide all deliverables as defined in the RFP Section 2. These services shall be provided in accordance with the terms and conditions of this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The RFP
- Exhibit B – The Technical Proposal
- Exhibit C – The Financial Proposal
- Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. 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.

The Contract resulting from this RFP shall be for a period of two years beginning on the Contract execution date and ending two years later. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified on Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$_____. Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor will: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of 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, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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

4.4 Contractor's eMarylandMarketplace vendor ID number is _____.

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, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

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 State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

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

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, Intellectual Property

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

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for

the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

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

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act 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 Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder. Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements, that arise from, are in connection with, or are attributable to Contractor's failure to comply with the requirements of this Section 9.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance of the Contractor or its subcontractors under this Contract.

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

10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the

defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law

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

13.2 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.

13.3 Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

14. Nondiscrimination in Employment

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

15. 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 business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona

fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. 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 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.

17. Termination for Cause

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

18. 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).

19. Delays and Extensions of Time

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

20. 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.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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.

22. 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 or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, 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.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement 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. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

25. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

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

26. 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.

27. 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, 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 11 and 13 through 26 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.

28. Retainage

28.1 DBM shall retain 5% of the amount of each Contractor invoice by deliverable. When all deliverables have been successfully completed and the State has signed-off on the Project Acceptance Criteria, the full-retained amount for the completed task shall be paid to the Contractor upon receipt of a separate invoice for retainage release. The Contractor shall track any cumulative retainage amount until released by the State and display this amount on the invoices.

28.2 This process will apply to each Contract task until all tasks are completed. Contract deliverables provided late, incomplete, or not provided at all are subject to a 5% retainage until acceptance by the State is given.

29. Liability

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

A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 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, losses, 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 of the Contract value up to the date of settlement or final award of any such claim. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

30. Parent Company Guarantee (If Applicable)

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

31. Administrative

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

31.2 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: _____

Attention: _____

If to the Contractor: _____

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

CONTRACTOR

By: _____ Date: _____

Title: _____ Date: _____

Witness: _____

STATE OF MARYLAND

By: DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____ Date: _____

Title: _____ Date: _____

Witness: _____

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

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, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

- a. criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- b. fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of Section 11.205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_____.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

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

(4) I acknowledge and agree that:

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

N. ACKNOWLEDGEMENT

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

the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

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ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

Purpose

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

MBE GOALS AND SUBGOALS

An MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

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

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

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

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

SOLICITATION AND CONTRACT FORMATION

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

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

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

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

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

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

Attachments

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

Attachment D-1

Certified MBE Utilization and Fair Solicitation **Affidavit**

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

In conjunction with the bid or offer submitted in response to Solicitation No. 050R6800087, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

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

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

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

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

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

Attachment D-2
 MBE Participation Schedule (continued)

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

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. 050R6800087, I state the following:

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

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

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

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

- This project does not involve bonding requirements.

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

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

Attachment D-4
Subcontractor Project Participation
Statement

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

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

No. 050R6800087, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

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

By: _____

Prime Contractor Signature

Name

Title

Date

By: _____

Subcontractor Signature

Name

Title

Date

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#: _____

BPO#: _____

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

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

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

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

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

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

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

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

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

Signature: _____ Date: _____

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

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

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

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

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

Signature: _____ Date: _____

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. 050R6800087
Statewide Wireless Interoperability Requirements and Proof of Concept

A Pre-Proposal Conference will be held at 10:00 PM, on November 4, 2005, in TAM Conference Room, 1008B, 10th Floor, 301 West Preston Street, Baltimore, MD 21201. Please return this form by November 2, 2005 advising whether or not you plan to attend.

See below for directions to the meeting site.

Return or fax this form to the Procurement Officer:

Ms. Cathie Phelps
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 140
Annapolis, MD 21401
Fax # (410) 974-5615

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

Signature Title

ATTACHMENT F – PRICE PROPOSAL FORM INSTRUCTIONS

PRICING INSTRUCTION FORM

Instructions

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

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

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

Price Proposal Forms

The actual Price Proposal Forms are located in a separate Excel Spreadsheet.

ATTACHMENT F

**PRICE PROPOSAL FORM FOR
STATEWIDE WIRELESS INTEROPERABILITY REQUIREMENTS AND PROOF OF CONCEPT
RFP NO. 050R6800087**

Phase	Task	Price Proposed
2.5.2 Phase I	2.5.2.1 Task 1: Conduct Project Initiation	\$ -
	2.5.2.2 Task 2: Develop Stakeholder Interview Schedule & Requested Information	\$ -
	2.5.2.3 Task 3: Develop Functional Requirements Document	\$ -
Subtotal for Phase 1		\$ -
2.5.3 Phase 2	2.5.3.1 Task 4: Develop Statewide Wireless Channel Plan	\$ -
	2.5.3.2 Task 5: Develop System Detailed Design Document	\$ -
	2.5.3.3 Task 6: Develop System Implementation Plan	\$ -
	2.5.3.4 Task 7: Develop Phase III Detailed Design & Project Management Plan	\$ -
Subtotal for Phase 2		\$ -
2.5.4 Phase 3	2.5.4.1 Task 8: Proof of Concept Validation Site One	\$ -
	2.5.4.2 Task 9: Proof of Concept Validation Site Two	\$ -
Subtotal for Phase 3		\$ -
Total Price Proposed		\$ -

Submitted By _____

Authorized Signature _____

Date _____

Printed Name and Title _____

Company Name _____

Company Address _____

FEIN _____

Telephone _____

ATTACHMENT G – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

ATTACHMENT H – NON-DISCLOSURE AGREEMENT

This Agreement is made as of the ___ day of _____ 2005, by and between _____ (hereinafter referred to as "Offeror") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a proposal in response to RFP No. 050R6800087 for Statewide Wireless Interoperability Requirements and Proof of Concept. In order for the OFFEROR to submit a proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information regarding the State's wireless communication systems, including but not limited to items listed in RFP section 2.9 (collectively referred to as the "Confidential Information"). All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in section 3.2 of the RFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under section 2.3 and Attachment I and J of the RFP, except in connection with the preparation of its proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of proposed award. If the Offeror does not submit a Proposal, the Offeror shall return the Confidential Information to the Project Manager, Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by OFFEROR or any employee or agent of OFFEROR to comply with the

requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. Offeror further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

By:

Name: _____

Title: _____

Address: _____

Telephone No: _____

ATTACHMENT I – AGENCY RECEIPT OF DELIVERABLE FORM

**STATE OF MARYLAND
Department of Budget and Management**

AGENCY RECEIPT OF DELIVERABLE FORM

Contract: 050R6800087
Statewide Wireless Interoperability Requirements and Proof of Concept

I acknowledge receipt of the following:

Project Name: Statewide Wireless Interoperability Requirements and Proof of Concept

Title of Deliverable: _____

RFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of Contract Manager: _____

Contract Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

ATTACHMENT J – AGENCY ACCEPTANCE OF DELIVERABLE FORM

**STATE OF MARYLAND
Department of Budget and Management**

AGENCY ACCEPTANCE OF DELIVERABLE FORM

**Contract: 050R6800087
Statewide Wireless Interoperability Requirements and Proof of Concept**

Agency Name: Department of Budget & Management

Contract Manager: _____ Telephone: _____ Fax: _____

To: Contractor’s Contract Manager

The following deliverable, as required by Contract 050R6800087, has been received and reviewed in accordance with the Contract.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as written.

Requires changes as indicated below.

REQUIRED CHANGES:

OTHER COMMENTS:

Contract Manager Signature

Date Signed

ATTACHMENT K—PROCUREMENT OFFICER CHECKLIST

RFP	Requirement	Y/N	Remarks
3.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
3.2	Were there an unbound original and five copies of the Vol I-Technical Proposal?		
3.2	Was an electronic version submitted in MS Word format for Vol I enclosed in the original copy of the Tech Proposal?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?		
3.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were tech proposal pages numbered consecutively?		
3.4.1	Was there a letter which transmitted the technical proposal, acknowledged the receipt of addenda and was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?		
3.4.2	Did the Offeror provide a completed Bid/Proposal Affidavit (Atch B—with original of technical proposal only) and MBE Forms D-1 and D-2? Were all the blocks filled in and were the Affidavits signed?		
3.4.3	Were proposals numbered to match numbering in RFP?		
3.4.4	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the tech proposal? Was confidential info identified after title page?		
3.4.5	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
3.4.5	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the contract (Atch A) or any other attachments? (Warning—Exceptions may result in proposal being rejected)		
3.4.5	If there are no exceptions, does the executive summary so state?		
3.4.6	Does Exp & Capabilities info include overview, org chart and 3 references?		
3.4.7	Did the Offeror address each applicable criterion in the RFP?		
3.4.8	Did the Offeror submit PMP/work plan and assumptions?		
3.4.10-13	Did the Offeror submit financial statements, legal actions summary, certificates of insurance, economic benefit factors, and subcontractor info?		

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