

Request for Proposals

Long Distance Calling Services

PROJECT NO. 060B1400058



DEPARTMENT OF INFORMATION TECHNOLOGY

Issue Date: Thursday, May 19, 2011

NOTICE

Prospective Offerors who have received this document from the Department of Information Technology'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 email this completed form to LD@doit.state.md.us.

Title: Long Distance Calling Services

Project No: 060B1400058

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.
 - Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Proposal 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 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 Long Distance Calling Services

PROJECT NUMBER 060B1400058

RFP Issue Date: Thursday May 19, 2011

RFP Issuing Office: Department of Information Technology

Procurement Officer: Edward Bannat
Phone #: 410-260-7662
Fax: (410) 974-5615
Email: edward.bannat@doit.state.md.us

Proposals are to be sent to: Department of Information Technology
45 Calvert Street, Room 445
Annapolis, MD 21401
Attention: Edward Bannat

Pre-Proposal Web Conference: Wednesday, June 1, 2011, 10:00 AM Local Time
Request Registration email from LD@doit.state.md.us

Closing Date and Time: Wednesday, June 22, 2011, 2:00 PM Local Time

NOTE

Prospective Offerors who have received this document from the Department of Information Technology'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.

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION..... 1

1.1 SUMMARY STATEMENT1

1.2 ABBREVIATIONS AND DEFINITIONS1

1.3 CONTRACT TYPE2

1.4 CONTRACT DURATION2

1.5 CONTRACT PRICE ADJUSTMENTS3

1.6 PROCUREMENT OFFICER3

1.7 CONTRACT MANAGER.....4

1.8 PRE-PROPOSAL CONFERENCE4

1.9 USE OF “E-MARYLAND MARKETPLACE”4

1.10 QUESTIONS.....4

1.11 PROPOSALS DUE (CLOSING) DATE5

1.12 DURATION OF OFFER.....5

1.13 REVISIONS TO THE RFP5

1.14 CANCELLATIONS; DISCUSSIONS6

1.15 ORAL PRESENTATION6

1.16 INCURRED EXPENSES6

1.17 ECONOMY OF PREPARATION6

1.18 PROTESTS/DISPUTES6

1.19 MULTIPLE OR ALTERNATIVE PROPOSALS6

1.20 ACCESS TO PUBLIC RECORDS ACT NOTICE6

1.21 OFFEROR RESPONSIBILITIES7

1.22 MANDATORY CONTRACTUAL TERMS.....7

1.23 PROPOSAL AFFIDAVIT7

1.24 CONTRACT AFFIDAVIT7

1.25 MINORITY BUSINESS ENTERPRISES7

1.26 ARREARAGES7

1.27 PROCUREMENT METHOD.....7

1.28 VERIFICATION OF REGISTRATION AND TAX PAYMENT7

1.29 FALSE STATEMENTS8

1.30 NON-VISUAL ACCESS.....8

1.31 PAYMENTS BY ELECTRONIC FUNDS TRANSFER8

1.32 CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES.....9

1.33 CONFLICT OF INTEREST9

1.34 PROMPT PAY9

SECTION 2 – SCOPE OF WORK..... 10

2.1 PURPOSE.....10

2.2 BACKGROUND10

2.3 LONG DISTANCE SERVICE REQUIREMENTS10

2.4 GENERAL REQUIREMENTS12

2.5 TRANSITION PLAN12

2.6 SECURITY REQUIREMENTS13

2.7 ORDERING PROCESS14

2.8 DELIVERABLE ACCEPTANCE15

2.9 TRAFFIC STUDY.....15

2.10 INCIDENTS15

| | | |
|---|--|-----------|
| 2.11 | SERVICE LEVEL AGREEMENT FOR INCIDENTS | 17 |
| 2.12 | CONTRACT MILESTONES/DELIVERABLES | 18 |
| 2.13 | STAFFING REQUIREMENTS | 19 |
| 2.14 | REPORTS AND MEETINGS | 20 |
| 2.15 | INVOICING | 22 |
| SECTION 3 – PROPOSAL FORMAT..... | | 24 |
| 3.1 | TWO PART SUBMISSION | 24 |
| 3.2 | PROPOSALS | 24 |
| 3.3 | SUBMISSION | 24 |
| 3.4 | VOLUME I – TECHNICAL PROPOSAL | 24 |
| 3.5 | VOLUME II - FINANCIAL PROPOSAL | 28 |
| SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE..... | | 29 |
| 4.1 | EVALUATION CRITERIA | 29 |
| 4.2 | TECHNICAL CRITERIA | 29 |
| 4.3 | FINANCIAL CRITERIA | 29 |
| 4.4 | RECIPROCAL PREFERENCE | 29 |
| 4.5 | SELECTION PROCEDURES | 30 |
| ATTACHMENTS..... | | 31 |
| | ATTACHMENT A – LONG DISTANCE CALLING SERVICES CONTRACT | 31 |
| | ATTACHMENT B - BID/PROPOSAL AFFIDAVIT | 44 |
| | ATTACHMENT C - CONTRACT AFFIDAVIT..... | 50 |
| | ATTACHMENT E - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE | 52 |
| | ATTACHMENT F – LIVING WAGE AFFIDAVIT..... | 53 |
| | ATTACHMENT G – PRICE PROPOSAL FORM AND INSTRUCTIONS..... | 55 |

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Information Technology DoIT is issuing this Request for Proposals (RFP) to procure long distance calling for the State of Maryland (“State”). This contract will provide the State with a cost-effective network to support voice traffic to include Intra-state/Inter-LATA, Interstate and International traffic.
- 1.1.2 DoIT intends to award a Contract to one Offeror deemed qualified by the State to provide long distance calling services. The Contract will be a Fixed-Unit Price, Indefinite Quantity Contract. The initial term of the Contract will be for three (3) years, and the State will have the unilateral right to exercise renewal options for two (2), additional one-year renewal periods, for a total Contract term not to exceed five (5) years.
- 1.1.3 It is the State’s intention to obtain goods and services, as specified in this RFP, from a Contract between the successful Offeror and the State. However, this Contract will not be a requirements Contract and is not to be construed to require the State to purchase exclusively from the Contract. The State reserves the right to procure services from other sources when it is in the best interest of the State to do so and without written notice to the Offeror.
- 1.1.4 The State Department of Information Technology will manage the Contract resulting from this RFP, but services may be purchased by individual State agencies, counties, municipal, etc. and other non-State governments or agencies.

1.2 Abbreviations and Definitions

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

- a. **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 (State CM)** – The State representative that serves as the technical and contract manager for the resulting contract. The State CM monitors the daily activities of the contract and provides technical guidance to the Contractor. DoIT may change the State CM at any time by written notice to the Contractor. Reference section 1.7 for the State CM’s information.
- e. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- f. **Contractor’s Contract Administrator** – Person designated as the single point-of-contact in the Offeror’s Proposal with the authority and knowledge to resolve customer complaints that are not solely technical in nature on behalf of the Contractor.

- g. **Dedicated** – Network access for locations with sufficient traffic volumes to support circuits devoted to the direct access of the carrier.
- h. **DoIT** – Department of Information Technology
- i. **ISDN** – Integrated Services Digital Network.
- j. **Fully Loaded Rates** – Rates provided by the Offeror in Attachment G that contains direct and indirect cost and profit for the Contractor.
- k. **LDN** – Long Distance Number.
- l. **LEC** – Local Exchange Carrier.
- m. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- n. **MBE** – Minority Business Enterprise
- o. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays. Reference: http://www.dbm.maryland.gov/DBM_Publishing/public_content/dbm_taxonomy/employee_services/holidays2004.html
- p. **Offeror** – An entity that submits a proposal in response to this RFP.
- q. **P.01** – The grade of service for a telephone system that indicates the number of calls per hundred that are or can be blocked by the system. P.01 means one call in a hundred can be blocked, so the system must be designed to meet this criterion.
- r. **Procurement Officer** – The State representative for the resulting contract. The procurement officer is responsible for the contract, determining scope issues, and is the only State representative that can authorize changes to the contract. DoIT may change the Procurement Officer at any time by written notice to the Contractor. Reference section 1.6 for the Procurement Officer’s information.
- s. **Request for Proposal (RFP)** – This Request for Proposals for the Maryland Department of Information Technology, Project Number 060B1400058, dated May 18, 2011, including all amendments.
- t. **Switched** – Network access via the State’s contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.

1.3 Contract Type

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

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of three (3) initial years, with the State having the unilateral right to exercise renewal options for two (2) one (1)-year renewal terms, plus an additional transition period, on a month to month basis, not to exceed six (6) months. The Contract base term shall begin upon execution of the contract by DoIT and will expire three (3) years thereafter. If all options are exercised at the discretion of the State, the total Contract term will be five (5) years plus the transition period of up to six (6) months.

At the end of the resulting contract, the Contractor will support the transition to a new contractor, should it be required. In addition, the Contractor will maintain the latest contract pricing, on a month to month basis for a period not to exceed 6 months from the termination date of the resulting contract, or until all services have been transitioned, whichever is shorter.

1.5 Contract Price Adjustments

The rates for services will remain the same or lower through the base term of the contract and the two one (1) year renewal options. The Contractor may grant a concession to the State and lower the rates at any time during the Contract by submitting revised service rates to the State CM.

1.5.1 Most Favored Customer

To provide ongoing competitive prices to users of this contract, the contractor shall ensure that the State shall receive favorable rates in each LATA during the term of this contract. The rates set forth shall not exceed the contractor's commercial price list, its established tariff, or rates being provided to its largest service customers. If at any time this should occur, the contractor shall immediately notify the contracting office and offer the lower prices for incorporation into this contract.

1.5.2 Price Reduction Modifications

The contractor shall propose to the Procurement Officer all temporary or permanent price reductions, whether the price reduction occurs as a result of changes under Section 1.5.1 or otherwise. The proposal shall include all contract pricing tables, and the effective date(s) of the price reduction, even if the price reduction is retroactive to a date before the date of proposal to the Procurement Officer

1.6 Procurement Officer

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

Edward Bannat
Maryland Department of Information Technology
Procurement Office
45 Calvert Street, Room 445
Annapolis, Maryland 21401
Phone Number: 410-260-7662
Fax Number: 410-974-5615
E-mail: edward.bannat@doit.state.md.us

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

1.7 Contract Manager

The State CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State CM is:

Alan J. Sabol
Maryland Department of Information Technology
Telecommunications
45 Calvert Street, Room 279
Annapolis, Maryland 21401
Phone Number: 410-260-7970
Fax Number: 443-926-9742
E-mail: alan.sabol@doit.state.md.us

DoIT may change the State Contract Manager at any time by written notice to the Contractor.

1.8 Pre-Proposal Conference

A pre-proposal web conference (Conference) will be held on Wednesday, June 1, 2011, 10:00 AM. 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.

Those wishing to attend the web conference may request a meeting invitation by emailing LD@doit.state.md.us no later than 2:00 PM on Tuesday May 31, 2011. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM on Tuesday May 31, 2011

1.9 Use of “e-Maryland Marketplace”

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

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace. Furthermore, prior to award of any contract, the apparent awardee must be registered on eMM.

1.10 Questions

Questions from prospective Offerors should be emailed to the Procurement Officer prior to the Pre-Proposal Web Conference. If possible and appropriate, such questions will be answered at the Pre-Proposal Web Conference. No substantive question will be answered prior to the Pre-Proposal Web

Conference. Questions will also be accepted during the Pre-Proposal Web Conference. Questions posed at the web conference will be submitted via the chat capability of the web conference tool and such transmission shall not be considered a written submission of a question. If questions posed during the web conference are answered verbally, such answers are non-binding on the State and only written responses to the questions in the form of a written question and answer set to this RFP will be valid.

Questions will also be accepted subsequent to the Pre-Proposal Web 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 emailed to all vendors who are known to have received a copy of the RFP. Questions and Answers will be posted on DoIT website.

1.11 Proposals Due (Closing) Date

One unbound original and four (4) copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on **Wednesday, June 22, 2011, 2:00 PM**, in order to be considered. A CD of the Technical Proposal in MS Word 2003 format must be enclosed with the original technical proposal. A CD of the Financial Proposal in MS Excel 2003 format (NOT in .pdf format) must be enclosed with the original financial proposal. Label all CDs with the RFP title, RFP number, Technical Proposal or Financial Proposal, as appropriate, and Offeror name and enclose 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, on **Wednesday, June 22, 2011, 2:00 PM (local time)** will not be considered.

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

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for the latter of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

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

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

1.14 Cancellations; Discussions

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

1.15 Oral Presentation

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately four (4) weeks after the proposal due date.

1.16 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.17 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP and should not include marketing material.

1.18 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.19 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted.

1.20 Access to Public Records Act Notice

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 Mandatory Contractual Terms

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

1.23 Proposal Affidavit

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

1.24 Contract Affidavit

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

1.25 Minority Business Enterprises

A minority business enterprise subcontractor participation goal of 0% has been established for this solicitation

1.26 Arrearages

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

1.27 Procurement Method

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

1.28 Verification of Registration and Tax Payment

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

1.29 False Statements

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

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

1.30 Non-Visual Access

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

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.doit.maryland.gov – Search: nva

1.31 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for

exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at the following URL:

http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf

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

For the purposes of IT or telecommunications procurements, county, municipal, and other governmental entities may purchase from the Master Contractor goods or services covered by this Master Contract at the same maximum prices to which the State would be subject under the Master Contract. All such purchases by governmental entities:

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

1.33 Conflict of Interest

Contractors will provide long distance 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 with their proposal. A copy of this Affidavit is included as Attachment E of this RFP.

1.34 Prompt Pay

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offerors who are awarded Master Contracts under this RFP must comply with the prompt payment requirements outlined in the Contract, §32 (see Attachment A). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>."

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 2 – SCOPE OF WORK

2.1 Purpose

The Department of Information Technology (DoIT) is issuing this Request for Proposal (RFP) to procure long distance calling for the State.

2.1.1 The goals of the long distance calling services are to continue to:

- Provide a means for intra-LATA and local long distance calls that is cost effective and easy to employ
- Maintain a high quality of telephone service for the State;
- Maintain standard dialing procedures across State locations.

2.1.2 As noted in Section 1.3, this contract will be managed by the State as a Fixed-Unit Price, Indefinite Quantity contract. Authorized work under the contract will be by individually signed purchase orders.

2.2 Background

The current State Long Distance Calling Services Contract No. 060B1400006 has been in effect since September 2005. That contract has been available for use by all State organizations and various local governments.

2.2.1 For fiscal year 2012, \$750,000 will be budgeted by DoIT for services and equipment purchases under State Long Distance Calling Services Contract No. 060B1400006.

2.2.2 The State's current long distance services include 2,835 separate billing locations for the State. There are also approximately 150 local government units (including county governments, school systems, library systems and local municipalities) and 125 charitable organizations using the contract.

2.2.3 There is an average of 440,000 minutes of long distance use during a typical month by PBXs managed by DoIT. It is estimated that 56% of the traffic is intrastate, 43% interstate, and less than 1% is international. Therefore, DoIT's long distance traffic is heavily intrastate. 90% of the long distance calls are made using switched services; 10% are made using 9 dedicated long distance services.

2.2.4 There are currently 16,801 telephone circuits used by the State. The number of minutes of long distance services in section 2.2.3 are inclusive of calls made only from DoIT managed locations. The Offeror should understand that other State agencies, county governments, school systems, library systems, universities and local municipalities will also have the ability to contribute minutes of use to this contract.

2.3 Long Distance Service Requirements

2.3.1 The Offeror shall propose the delivery of long distance calling services to the State. The services include

- Dedicated long distance access circuits (T1 and PRI)
- Switched long distance calling services
- SIP trunks

The installation of dedicated access circuits shall be a one-time fixed price per installation. Pricing for dedicated access circuits shall be at a monthly rate.

Calls shall be billed in six (6) second increments. All calls that have a partial increment (less than 6 seconds) should be rounded up to the next six-second increment. Example: A 2 minute and 3 second call should be rounded up to 2 minutes and 6 seconds.

2.3.2 The Contractor's long distance calling services shall comply with the following minimum requirements:

- Adhere to the North America dialing plans.
- Capable of being utilized anywhere in the State.
- Compatible with the public switched network.
- Allow for intra-state/inter-LATA, Inter-state and International calling.
- Able to implement full 10-digit screening on all calls.
- Provide network announcements, information and operator assisted calls on service quality equal to the public switched network.
- Provide Calling Number Identification (both name and number) on all calls when it is generated from the calling party.
- Provide both switched and dedicated network access as described in the 1.2 Abbreviations and Definitions section.
- Provide sufficient networking facilities to ensure the State a minimum of a P.01 grade of services.
- Capable of alternate routing during failures, peak traffic times, or other times when the State deems it necessary.
- Ability to perform installation and maintenance for the long distance calling services from a remote Maintenance Control Center(s).
- The winning vendor must block access to Directory Assistance for all State telephone lines, at no cost to the State. This should be the default for any telephone orders (new or transitioning to a new vendor) for both switched and dedicated facilities. For all State entities, requests to allow access to Directory Assistance must be approved by DoIT. The State will not pay Directory Assistance charges for those lines that do not have prior DoIT approval.
- The winning vendor must block the ability for Directory Assistance to complete telephone calls for callers on all State telephone lines, at no cost to the State. This should be the default for any telephone order (new or transitioning to a new vendor) for both switched and dedicated facilities. For all State entities, requests to allow Directory Assistance to complete telephone calls for an additional charge, must be approved by DoIT. The State will not pay charges for Directory Assistance to complete telephone calls for those lines that do not have prior DoIT approval.
- Provide maintenance and surveillance of the long distance calling services on a 24 x 7 basis.
- Maintain all necessary traffic and routing information to effectively and efficiently configure and operate the State's long distance calling services.
- Provide the necessary technical support during the contract period to ensure the proper routing of calls from network locations.

For informational purposes, the State is configured with overlapping area codes. For example, 410 and 443 cover the same geographical area and area codes 301 and 240 cover the remaining geographical area of the State. A call between area code 410 and 443, or between 301 and 240 may be a local call.

2.4 General Requirements

The Offeror shall identify all subcontractors and shall include a complete description of their role. The Contractor shall maintain the subcontractors as originally proposed to the State. Any changes or additions by the Contractor of their subcontractors shall be pre-approved by the State CM.

- 2.4.1 The Contractor shall be responsible for all work performed by its Subcontractor(s).
- 2.4.2 The Contractor's work shall be executed in such a manner that it does not disrupt day-to-day functions of the Agency or cause any unauthorized disruptions to existing telecommunications services. Therefore, the Contractor shall schedule on-site work through State designated site contacts.
- 2.4.3 The Contractor shall represent the using agency with the State's Local Exchange Carriers (LEC) company(s) in order to identify and correct problems with the telephone service. The Contractor shall bear the responsibility for any charges from the Dial Tone Provider as a result of misdiagnosis or troubles caused by equipment supplied or action taken by the Contractor.
- 2.4.4 The Contractor shall perform quality control to monitor when billing starts, the incremental billing points and when billing terminates on a per call basis.
- 2.4.5 The Contractor shall provide a toll service that provides full call and answer supervision for both domestic United States and International calling. The Contractor must only charge for completed calls. Busy signals and ring-no answers are not to be considered chargeable calls.
- 2.4.6 The Contractor shall provide a mechanism to eliminate "slamming" of long distance services by other carriers, by implementing a PIC freeze (or by other means) on all State billing telephone numbers. No change to long distance carrier for any State billing telephone number may be made without written instructions from the DoIT.

2.5 Transition Plan

- 2.5.1 The State CM will schedule a kick-off meeting within 15 business days of the start of the Contract and issue a notice to proceed. The Contractor's key personnel and other appropriate individuals shall be in attendance. The Contractor shall provide a draft Project Management Plan (PMP), Work Breakdown Structure (WBS), Communication and Contact Plan, and Risk Management Plan. The final versions of these documents shall be provided within ten (10) business day of the Kick-Off Meeting for approval by the State CM (Reference section 2.8 Deliverable Acceptance). At the Kick-Off Meeting, the State will provide to the Contractor the following inventory information:
 - Long Distance Account Inventory – agency name, division, billing address, billing telephone number, user name, user telephone number and user address.
- 2.5.2 During the transition period, there shall be several (3-4 times a week) teleconference meetings lasting approximately 15-20 minutes for the Contractor to provide a brief status regarding the transition. The brief status shall include at a minimum the number of lines transferred for long distance calling, and any issues that need to be addressed.
- 2.5.3 The Contractor shall have a transition plan for transitioning all system equipment, software, service, and maintenance activities from 1) the incumbent to themselves at the beginning of the Contract and 2) themselves to a new Contractor at the end of the Contract.

- 2.5.4 The Contractor shall complete the transition within 120 calendar days after notice to proceed.
- 2.5.5 The Contractor shall identify necessary deliverables as well as the timing of various steps in the transition plan.
- 2.5.6 The transition solution shall include at a minimum a project plan that addresses:
- Staffing plan (identify subcontractors);
 - Communications plan outlining communications between Contractor and State Contract Manager (or Agency Telecommunications Project Manager for project transition);
 - Security and system accesses establishment;
 - Hardware/software and telecommunications requirements and setup, other general office needs;
 - Validation of inventory;
 - Completion of tasks and other unfinished work plan items;
 - Operational readiness;
 - Development and content of a checklist to document team readiness;
 - Identification of how Contractor will demonstrate and document team readiness, allowing them to move into the service and support phase;
 - Status reporting and meetings;
 - Timing of transition; and,
 - Other matters the Contractor deems important for the transition phase.
- 2.5.7 At the end of the resulting contract, the Contractor will support the transition to a new contractor, should it be required. In addition, the Contractor will maintain the latest contract pricing, for a period of 6 months from the termination date, of the resulting contract, for those circuits waiting to be transitioned to the new Contractor.
- 2.5.8 Within 45 days of the contract start, the Contractor shall identify if there are any known systems or equipment where their proposed services may create issues of incompatibility with the State's existing base of PBX's, EKTS, Hybrids and Centrex services.

| |
|----------------------------------|
| 2.6 Security Requirements |
|----------------------------------|

2.6.1 IT Security

2.6.1.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions which can be located at

http://doit.maryland.gov/support/Documents/security_guidelines/DoITSecurityPolicy.pdf

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

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

- 2.6.2 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.
- 2.6.3 Security Requirements. On-site Security requirement(s): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.
- 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.
 - Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
 - 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.

2.7 Ordering Process

2.7.1 Long Distance Calling Ordering/Cancellation Process

- **For Switched Services** - DoIT will contact the Billing Administrator to have individual telephone numbers added or deleted from the State account.
- **For Dedicated Services** - DoIT shall review and approve all ADPICS requests and issue a Purchase Order to install or remove dedicated services.
- **Forward to Contractor** - After review and approval of an ADPICS Purchase Order by DoIT, the PO will be sent to the Contract Administrator.
- **Contractor Response** - The Contractor shall send a response to the PO, to the Agency. The response shall include, but not be limited to an installation plan, Work Breakdown Structure with critical dates for implementation and estimated costs if applicable. The response shall be delivered to the Agency within three (3) business days from receipt of the Purchase Order.

2.7.2 Long Distance Calling Service Order Response Times. The Contractor shall meet or exceed the following long distance calling ordering response times:

- Contractor will complete their orders within 3 business days from receipt of the Order.
- If order requires the LD vendor to get access from a LEC or some other carrier, the order must be placed with the LEC within 3 business days from receipt of signed Purchase Order. The order will be completed within 5 business days of the firm order commit (FOC) date from the LEC or other carrier.

- Perform changes to the database for location class of service, number blocking, and changes of authorization codes within 5 business days from receipt of the Order.
- Port numbers from one vendor to another vendor within 15 business days from receipt of the Order.
- Addition of new area codes and exchanges must be completed within 8 business hours from Contractor receiving notification.

2.7.3 The Contractor shall complete work by the agreed upon due dates. If the Contractor is unable to complete work by the due date, the Contractor shall provide in writing a detailed description of the problem and the anticipated resolution time. The State CM or designee shall approve or reject any changes in due dates proposed by the Contractor.

2.8 Deliverable Acceptance

2.8.1 The Contractor will submit deliverables as specified in the Purchase Order issued under this Contract for all deliverables upon completion, in the format and medium designated by the State Contract Manager in the Purchase Order. The deliverable will be submitted to the State Contract Manager for review and acceptance. The Contractor shall memorialize such delivery with a document to confirm the receipt of deliverables by the State, which sets forth the nature of the deliverables and the date of their delivery. The State CM will countersign the document confirming the receipt of deliverables to indicate receipt. The State CM will begin review of the following deliverables received. Upon completion of such review, the State CM will issue a document that provides notice of acceptance or rejection of the deliverables.

2.8.2 If the State CM does not accept the item within 5 business days, the Contractor shall notify the State CM in writing of the risk associated with the delay. In the event of deliverable rejection, the Contractor will make every reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected item as promptly as possible. If the Contractor fails to correct the problem within five business days of notification of the failure by the State, follow-on project items may not continue until deliverable is satisfied, or State CM acceptance or waiver for the condition associated with non-acceptance.

2.9 Traffic Study

2.9.1 The Contractor shall perform and report a traffic study on the dedicated services no more than one hundred twenty (120) days after the installation is approved by the State or as stated in the Purchase Order or as requested by the State. The traffic study report shall contain at a minimum total calls and total duration times, and any recommended actions (e.g. add or remove trunks) to maintain a P.01 grade of service, that may stem from the results of the traffic study.

2.9.2 Subsequent studies and their reports must be performed every 12 to 18 months thereafter and submitted to the State CM within 15 business days of the report being finalized.

2.10 Incidents

2.10.1 The Contractor shall have a service center staffed twenty-four (24) hours a day, seven (7) days a week to accept problem calls for service. There shall be one dedicated toll free telephone number for use by the state, to reach the service center. The service center shall have a web-based reporting and problem tracking system, and follow the Service Incidents Procedures for the State, as specified in the table below.

The Contractor's Maintenance Center is responsible for monitoring and reporting on the status of interruptions to service (incidents). The following are the State's procedures for reporting an incident:

- i. The State Agency or State Contract Manger shall notify the Contractor of an incident by telephone, e-mail, Internet connection, or in writing. There are two priority levels, Critical and Normal. A Critical priority is any incident involving service of a T1 line or greater, or when the caller identifies the service as critical. All other tickets will be handled as Normal priority.
 - ii. The Contractor shall create a ticket, and provide the ticket number to individual reporting the incident or a designated representative.
 - iii. The Contractor will begin the restoration of service and has to the end of the first response period to have a representative contact the individual reporting the incident, or designated representative (based on the priority level of the service interruption, see Section 2.11), with either the resolution to the incident or a suggested corrective action plan to restore service.
 - iv. If service has not been restored by end of the first response period, the State Agency, or State Contract Manager will discuss the suggested corrective action plan with the Contractor, and mutually agree on an action plan and timeframe for resolution.
 - v. For any outages, periodic status updates are required until service has been restored (based on the priority level of the service interruption, see Section 2.11).
 - vi. Once service has been restored, the Contractor will contact the individual reporting the incident, or designated representative and confirm that service has been restored, and identify that the ticket will remain open for root cause analysis.
 - vii. After confirmation that service has been restored, the Contractor will facilitate a root cause analysis of the interruption.
 - viii. If the resolution to the service interruption corrected the root cause of the service interruption, the Contractor will contact the individual reporting the incident, or designated representative and close the ticket.
 - ix. If the resolution to the service interruption did not correct the root cause of the service interruption, the ticket will remain open until the root cause of the problem has been corrected, at which time the Contractor will contact the individual reporting the incident, or designated representative and close the ticket.
- 2.10.2 The Contractor shall restore service to all problems reported, within 24 hours from the initial report.
- 2.10.3 The Contractor shall provide a primary contact and a backup to work with the State's designated staff for status and escalation of all tickets. The Contractor's primary contact/backup shall be responsible for: tracking all tickets, escalation services as required, ticket status and providing final resolution of all incidents to the State's Contract Manager and designated staff.
- 2.10.4 The Contractor shall not close any tickets until the originator is contacted and confirms that the problem is resolved and the root cause for the service interruption has been identified and corrected.
- 2.10.5 As part of the maintenance responsibility, the Contractor shall represent the State with any carrier and/or manufacturer in order to identify any problems with the telephone service and be responsible for any charges as a result of misdiagnosis of problems caused by Contractor supplied equipment/services or actions by the Contractor.

2.10.6 When a service problem cannot be immediately diagnosed and corrected, as specified in 2.10.1, the Contractor shall be required to coordinate the participation of all service suppliers until the root cause of the problem has been unequivocally established and the malfunction has been corrected.

2.10.7 The Contractor is responsible to provide an emergency call list to the State Contract Manager. The list should include the escalation path, up to and including the Regional Service Vice President (or equivalent). The list shall provide the following information:

- The contact name and title,
- All phone numbers needed to reach the contact (Office, Home, Cell, Pager),
- The next escalation point for each contact and the time period before escalation.

It is the Contractor's responsibility to keep the list current throughout the life of the contract. An updated list must be provided, within 10 days, for changes in the escalation path, or any contact information updates.

2.10.8 In no instance will the failure to find the root cause or resolve the problem relieve the Contractor of the obligation to restore system operability with the least impact on the users' ability to communicate using the system.

2.10.9 The Contractor shall notify the State Contract Manager in writing two weeks in advance and obtain approval in writing for any planned service outages that may affect the State's long distance calling services.

2.10.10 The State reserves the right to adjudicate such malfunctions after the fact and validate charges and/or maintenance credits applicable to the provisions of the Contracts or tariffs involved.

2.11 Service Level Agreement for Incidents

When a State Agency reports an interruption in service (incident), there are two different levels of priority (Critical and Normal). The Contractor shall respond to a reported incident by contacting the reporting individual or designated representative by the end of the designated first response period.

2.11.1 For a **Critical** Service Interruption:

- First response period is 2 hours
- If service has not been restored by the end of the first response period, then the parties are to discuss the Contractor's suggested corrective action plan to restore service until a mutually agreeable action plan has been determined.
- The default timeframe is an additional 2 hours from the time the Contractor receives State approval for the mutually agreed upon action plan. Status updates are required every hour until service has been restored.

2.11.2 For a **Normal** Service Interruption:

- First response period is 8 business hours.
- If service has not been restored by the end of the first response period, then the parties are to discuss the Contractor's suggested corrective action plan to restore service until a mutually agreeable action plan has been determined.
- The default timeframe is an additional 8 business hours from the time the Contractor receives State approval for the mutually agreed-upon action plan. Status updates are required every eight hours until service has been restored.

If the Contractor cannot restore services within the default timeframes listed above, then the Contractor shall notify the Agency Telecommunication Project Manager or State Contract Manager in writing with the reasons for the service interruption and the estimated time for the restoration of services.

2.12 Contract Milestones/Deliverables

2.12.1 The Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using project tracking software selected by the State Contract Manager. The WBS shall provide a detailed work plan that identifies each project milestone and associated deliverable and describes the project work effort necessary to accomplish each milestone unless otherwise specified. The Contractor will refer to the Maryland System Development Life Cycle policy for the format of the deliverables <http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx>. Any changes to the WBS will have to be pre-approved by the State Contract Manager.

| <i>Milestones</i> | <i>Deliverables</i> |
|--|---|
| I. Project Initiation Milestone | |
| Kick-Off Meeting | <ol style="list-style-type: none"> 1. Initial Meeting with State Contract Manager and selected State staff to issue notice to proceed and communicate the transition project timeline and requirements. 2. Update Project Management Plan as required. |
| Project Management Plan (PMP) | <ol style="list-style-type: none"> 1. WBS demonstrating Project Plan & Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, Staffing Plan, Communication & Contact Plan, and Risk Management 2. Communication and Contact Plan (to include Contingency Communication and Contact Plan detailed information.) 3. The draft PMP shall be provided at the Kick-Off Meeting. 4. The final PMP shall be provided within 10 business days of the Kick-Off Meeting. |

| | |
|---|---|
| II. Transition | <ol style="list-style-type: none"> 1. Transition Plan (Reference 2.5) that addresses the following: <ol style="list-style-type: none"> A. Long Distance Calling B. Current Inventory 2. Brief status teleconference meetings (Reference 2.5.2) |
| III. Service Requests | <ol style="list-style-type: none"> 1. Response to the ADPICS Requisition (Direct Access Circuit Installation) 2. Direct Access Circuit Installation 3. Long Distance Service |
| IV. Ongoing Meetings and Reports | <ol style="list-style-type: none"> 1. Ongoing Monthly Status and Meetings (Reference section 2.14) |

| | |
|--|---|
| V. Invoicing | 1. Fixed-Unit Price Invoicing (Reference section 2.15) |
| VI. End-of-Contract Transition as initiated by State | <ol style="list-style-type: none"> 1. Meeting with State Contract Manager and selected State staff to issue notice to proceed and communicate the transition project timeline and requirements (Reference section 2.5). 2. Transition Support As Required 3. Reporting and Documentation 4. Current Inventory 5. Any open orders and expected solution for transition and reporting. |

2.13 Staffing Requirements

- 2.13.1 The State, at its sole discretion and at no additional cost to the State, reserves the right to reject assignment of any Contractor personnel to work on projects related to the Contract.
- 2.13.2 The Contractor shall have sufficient qualified staff and maintenance equipment to accommodate installations and/or maintenance requiring a minimum of three (3) people working on three (3) different installations and/or maintenance projects simultaneously.
- 2.13.3 The Contractor shall assign individual staff to perform the following functions. The personnel assigned to these positions are to be considered key personnel, and per Section 3.4.8 of this RFP, the Contractor shall provide resumes of these individuals with the proposal.
 - A. **Contract Administrator** - Serves as the central point of contact on behalf of the Contractor. Responsibilities of this function include, but are not limited to: acting as liaison between the Contractor and the State on all non-technical matters; receiving Purchase Orders from the State for distribution to appropriate Contractor personnel; authority to commit the Contractor’s staff; and providing any necessary remediation plans. Focal point for resolving all escalated requests, including billing, reports, project management issues, and attending status meetings when requested by the State.
 - B. **Billing Administrator** – Serves as the point of contact for all billing and report questions and issues. Responsibilities of this function include, but are not limited to: processing requests for adding and deleting accounts, answering billing questions, providing updated usage and informational reports, researching and correcting billing issues and problems.
 - C. **Service Manager** – Responsibilities of this function include, but are not limited to: ensuring service issues are handled, acting as a focal point for escalated service issues and problems and attending status meetings when requested by the State.
 - D. **Project Manager** - Each Purchase Order requiring an installation of a dedicated circuit shall include staff assigned to fulfill the Project Manager functions. The Project Manager will manage the Contractor’s efforts in fulfilling the requirements of each Purchase Order, to meet the timeframes as specified in section 2.7.2. An individual may serve as Project Manager for one or more simultaneous Orders.
 - E. **Transition Project Manager:** The Offerer will identify a project manager that will manage the migration from the incumbent provider to the Contractor’s services.

- 2.13.4 The Contractor shall ensure the identified key personnel will be available to perform Contract requirements. Contractor key personnel shall not be reassigned to another task without the written concurrence of the State's CM. 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 and be approved by the State's CM as outlined in Section 2.13.5
- 2.13.5 The Contractor may not substitute key personnel, other than by reason of an individual's death, termination of employment, or for a sudden incapacitating illness that is projected to last more than 5 days, etc. without prior written approval of the State CM. The State CM's approval will not be unreasonably withheld. To replace any key personnel specified in the Contract, the Contractor shall submit resumes of the proposed substituted personnel, specifying the intended job function, to the State CM. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the State CM. The State CM will arrange for the interview of the substitution personnel. After interviewing, the State CM will notify the Contractor in writing of the acceptance or denial of the requested substitution.

2.14 Reports and Meetings

- 2.14.1 Report Format and Submission. All reports shall be issued electronically (in a format that can be imported into MS Excel 2003) to the State CM as well as other individuals as identified by the State CM. Reports shall be issued by the 10th business day each month.
- 2.14.2 Status Reports. A status report itemizing all transactions (pending and completed) between the State and the Contractor for the prior month, the planned activities and accomplishments for the current month and any issues that require the attention of the State CM or DoIT upper management with a proposed solution.
- 2.14.3 Incidents Reports. The Contractor shall furnish two incident reports as follows:

A Monthly Report of ticket activity, including tickets awaiting restoration and/or root cause analysis/resolution, is due to the State Contract Manager on the second Thursday of each month for tickets opened the prior week. For each ticket, the report shall contain the following data points:

- Agency Impacted
- Contact Name
- Building Name & Address Where Incident Occurred
- Date Ticket was Opened
- Time Ticket was Opened
- Circuit ID and/or Phone Number Impacted
- Type of Service (T1, 1MB etc.)
- Brief Description of Service Interruption
- Date & Time Service was Restored
- Technician to Perform Work
- Action Leading to Restoration
- Duration from Open to Restoration
- Identified Root Cause (if Known)

- Estimated Date & Time for Root Cause to be Resolved
- Duration from Open to Resolution

A Quarterly Report of closed tickets with completed root cause analysis/resolution, is due to the State Contract Manager, on the 10th business day of each calendar quarter. For each ticket, the report should contain the following data points:

- Agency Impacted
- Contact Name
- Building Name & Address Where Incident Occurred
- Date Ticket was Opened
- Time Ticket was Opened
- Circuit ID and/or Phone Number Impacted
- Type of Service (T1, 1MB etc.)
- Brief Description of Service Interruption
- Date & Time Service was Restored
- Technician to Perform Work
- Action Leading to Restoration
- Duration from Open to Restoration
- Identified Root Cause
- Date & Time for Root Cause was Resolved
- Duration from Open to Resolved

2.14.4 On-demand Management Reports showing period information, year to date, and cumulative contract billings by State agency and each of its respective locations. The reporting function should have the ability to provide reports with either detailed or summarized data as requested, on the following criteria:

- Entity Affiliation (e.g. State Entity, University or College, School System, County, Municipality, Library, or Other)
- Affiliation Category identified by Name (e.g. for State Entities – track by State Agency Name, County – by County Name, School System – by School System Name, etc.)
- For each Name, information should be available by Service Address
- For each Service Address, all accounts associated with that Service Address, or any sub-category such as accounts at the service address with a specific entity name.

The Offeror must have the ability to produce reports on any specific account criteria, (e.g. monthly usage information on: all accounts at address X, or all accounts numbers for State Entity Name Y, the total number of accounts for State Entities, all State only usage, etc.).

A Quarterly Management Report, providing the highest level of summarized usage (Entity Affiliation) including minutes of usage and cost is to be delivered to the Contract Manager on the 10th business day of each calendar quarter.

Installation Summary Report to include the following information at a minimum: date of requisition, acceptance date, name of State or non-state entity, address of entity, description of service, date of installation, installation location.

Other defined reports or on-demand reports may be requested during the contract period.

- 2.14.5 For dedicated long distance services, the Contractor shall have a reporting tool available to the State CM and TCs through an Internet reporting tool, which provides real-time information. The reporting tool shall have the capability to save the reports in an electronic format that can be imported into MS Excel 2003. The reports shall contain parameters to allow the user to create reporting periods for a day, week, month, year, etc.

Performance Reports that document performance/non-performance of the dedicated long distance calling services offered shall include, but not be limited to:

- Traffic Summaries
- Call Attempts
- Call completions
- Problem Resolution Summaries
- Specific Problem Detail Listing
- Chronic Problem Detail
- Peak Loading
- Peak Duration
- Average Peak Duration

These reports shall be available per trunk, trunk group, and location basis by day, week, and month.

- 2.14.6 The Contractor shall support any additional reporting or meeting requests of the State CM as required and requested by the State for legislative, auditing, other special reporting purposes, or emergency events at no additional cost to the State.

- 2.14.7 The Contractor shall immediately report to the State CM any State agency location and billing telephone number that has been changed to use another long distance carrier, indicating a violation of the requirement to freeze such changes, as described in section 2.4.6.

2.15 Invoicing

All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. 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.

- Calls shall be billed in six (6) second increments. All calls that have a partial increment (less than 6 seconds) should be rounded up to the next six-second increment. Example: A 2 minute and 3 second call should be rounded up to 2 minutes and 6 seconds.

- Charges for long distance services on switched lines should be billed on a separate LD invoice from the contractor and not BOC billed.

2.15.1 The Contractor shall send invoices directly to the individual agency locations.

2.15.2 Each invoice shall be itemized to contain:

- A Summary Page with the total monthly billing by the call types for which the invoice was submitted.
- A Detail Page identifying costs for dedicated access, if required, that includes at a minimum: type of circuit, circuit ID, location, and monthly charge.
- A Detail Page by call type that includes at a minimum: originating billing telephone number, originating date and time, number called, city and state, duration of call and the amount charged on a per call basis.

2.15.3 Invoices for final payment for the entire contract shall be clearly marked as final and submitted when all work requirements have been completed and no further charges are to be incurred under any Purchase Order and the contract. Unless there is prior approval by the State to do so, or the Contractor can document to the State CM's satisfaction an extreme or emergency event, in no event shall any invoices be submitted later than sixty (60) calendar days from the contract termination date.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

1. Volume I - TECHNICAL PROPOSAL
2. 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 four (4) copies of each volume are to be submitted. An electronic version of both the Volume I - Technical Proposal in MS Word 2003 format and the Volume II - Financial Proposal in MS Excel 2003 format shall also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media should be on a CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

3.3 Submission

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

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

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The transmittal letter shall list the official name and Federal Employer Identification Number of the entity submitting the proposal. It shall also include the name and contact information of a person authorized to make commitments on behalf of the entity. See Offeror's responsibilities in Section 1.21.

3.4.2 Required Submissions to be Submitted by Offeror:

1. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
2. Conflict of Interest Affidavit (Attachment E)
3. Living Wage Affidavit (Attachment F)

3.4.3 Format of Technical Proposal

Technical Proposals shall be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and shall bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, four (4) 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 sections in this order:

3.4.4 Title and Table of Contents

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

3.4.5 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The Executive Summary shall provide a broad overview of the contents of the entire proposal. The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have taken no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

3.4.6 Offeror Experience and Capabilities

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

3.4.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:

- Corporate/organization size, length of time the organization has been providing the equipment and software services, key business partners, and the number of employees dedicated to providing installation and maintenance of the proposed equipment;
- A comprehensive description of the Offeror's experience in supplying and maintaining the proposed systems and services requested by this RFP;
- The number of clients and geographic locations the Offeror currently serves; and,

- Implementation of proposed services.
- 3.4.6.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.
- 3.4.6.3 At least three (3) references from its customers who are capable of documenting:
- A. The Offeror's ability to manage projects of comparable size and complexity.
 - B. Each client reference shall be from a client for whom the Offeror provided service and maintenance on proposed equipment and software and shall include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the Contract, objectives satisfied
 - C. A list of all work in excess of \$1,000,000 performed for the State within the last five (5) years, with the following information provided for each project: Agency Name, Agency Point of Contact Name and Phone Number, Dates of Performance, Contract Value, Type of Contract, Brief Description of Services & Products Provided.

3.4.7 Offeror Technical Response to RFP Requirements

The Offeror shall address each major task in the Technical Proposal and describe how their proposed services will meet the requirements as described in the RFP (Section 2). If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. 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 personnel capabilities in compliance with Section 2.13. Resumes shall be provided for all key personnel proposed for this RFP.

3.4.9 Maintenance Service Center Capabilities

The Offeror shall describe in detail the operation and organization of their Maintenance Service center including, by way of example only, hours of operation, staffing at this location, security and premises protection ratings (state if they are not applicable) and experience of key personnel. The Offeror shall describe their remote maintenance capability. The State reserves the right to inspect the Offeror's Maintenance Service center prior to award. The Offeror shall describe all other locations from which maintenance personnel may be dispatched or which are capable of servicing the equipment remotely.

3.4.10 Transition Plan

The Offeror shall describe in detail the plan to transition long distance calling services from the incumbent to themselves within one hundred twenty (120) days of the commencement date of the Contract. (Reference section 2.5)

3.4.11 Plans And Procedures

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

- A. Emergency Call Procedures as outlined in section 2.10.7
- B. Master Contract milestones and deliverables as outlined in section 2.12

3.4.12 Financial Capability and Statements

The Offeror shall include the following:

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

3.4.13 Legal Actions Summary

The Offeror shall include the following:

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

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

3.4.14 Certificate of Insurance

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

- A. Worker's Compensation - The vendor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act.

- B. General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
- Standard Insurance Service Office (ISO)
 - Commercial General Liability, Occurrence Form
 - \$2,000,000 - General Aggregate Limit (other than products/completed operations)
 - \$2,000,000 - Products/completed operations aggregate limit
 - \$1,000,000 - Each Occurrence Limit
 - \$1,000,000 - Personal and Accidental Injury Limits
 - \$ 50,000 - Fire Damage Limit
 - \$ 5,000 - Medical Expense

The State will be named as an Additional Insured on all liability policies (Workman's Compensation excepted) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities. Upon execution of a contract with the State, then current certificates of insurance will be provided to the State from time to time, as directed by the State.

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

3.4.15 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, Financial Proposals shall be submitted in a separate sealed package labeled "Volume II - Financial Proposal" and shall bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, four (4) copies and the electronic version in MS Excel 2003 shall be provided.

The Financial Proposal shall contain all cost information specified in **Attachment G**. Complete the cost sheets only as provided in the Price Proposal Instructions.

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 whose proposal 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:

- 4.2.1 Approach to satisfying the Work Requirements (Ref. Section 3.4.7)
- 4.2.2 Offeror Experience and Capabilities (Ref. Section 3.4.6)
- 4.2.3 Maintenance Service Center Capabilities (Ref. Section 3.4.9)
- 4.2.4 Personnel Proposed (Ref. Section 3.4.8)
- 4.2.5 Transition Plan (Ref. Section 3.4.10)
- 4.2.6 Plans and Procedures (Ref. Section 3.4.11)

4.3 Financial Criteria

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

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions. Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within four (4) 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

- 4.5.3.1 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 – Long Distance Calling Services Contract

LONG DISTANCE CALLING SERVICES

THIS CONTRACT (the “Contract”) is made this _____ day of _____, 2011 by _____ and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF INFORMATION TECHNOLOGY** (“DoIT” or sometimes the “Agency”).

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

1. Definitions

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

1.1 “Contract Manager” means the DoIT representative and first point of contact for contract procedures and any discrepancies. The Agency may change the Contract Manager at any time by written notice.

1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.3 “Department” means the Department of Information Technology (DoIT).

1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.

1.5 “Procurement Officer” means the person with the responsibilities and authorities of “procurement officer” under the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”) or their designee. The Agency may change the Procurement Officer at any time by written notice.

1.6 “RFP” means the Request for Proposals for Long Distance Calling Services, Solicitation No. 060B1400058, dated _____, 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. Statement of Work

2.1 The Contractor shall provide long distance calling for the State of Maryland. This contract will provide the State with a cost-effective network to support voice traffic to include Intra-state/Inter-LATA, Interstate and International traffic. 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, with earlier listed Exhibits prevailing over later listed Exhibits:

Exhibit A – Request For Proposal Project No. 060B1400058

Exhibit B – The Contract Affidavit.

Exhibit C – Technical Proposal

Exhibit D – Financial Proposal

- a. The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty 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.
- b. The Contract may be modified only after such approvals as are required under Maryland law, and only by a writing executed by the authorized representatives of the parties.

3. Time for Performance

Unless the Contract is terminated earlier as provided herein, the term of the Contract is for a period of four (4) years, beginning on the Contract execution date, and ending four years thereafter. The State, at its sole option, shall have the unilateral right to extend the Contract for up to two additional successive two-year terms. The Contractor shall provide Services under the Contract upon receipt of a notice to proceed from the Contract Manager.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the Services, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in _____. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$ _____ (the "NTE Amount"). Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the NTE Amount. After notification by the Contractor, if the Procurement Officer fails to give written notice that the NTE Amount has been increased, the Contractor shall have no

obligation to perform under this Contract after payments reach the NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.1 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.1; (ii) promptly consult with the Department and cooperate in good faith with the Department 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 NTE Amount will be reached; and (iii) secure data bases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 The Contractor shall submit invoices monthly for Services completed during the previous calendar month. Each invoice must include the Contractor's Federal Tax Identification Number which is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager.

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

5. Rights to Records

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

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

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

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

5.5 The State shall have the sole and exclusive right to use, duplicate, distribute, and disclose any data, databases, derived data products, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created, collected, manipulated, generated, or purchased by the State from the Contractor in connection with this Contract (collectively, the "Data"). The Data shall be the sole property of the State.

6. Patents, Copyrights, Intellectual Property

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

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

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

7. Confidentiality

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

8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

9. Indemnification

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

9.2 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.

9.3 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.

9.4 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. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

10. Non-Hiring of Employees

No official or employee of the Department, 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.

11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the 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.

12. Maryland Law

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

13. Nondiscrimination in Employment

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

14. Commercial Nondiscrimination

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

14.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

14.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, Contractors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the Department, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the

Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

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 Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or 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 shall 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 shall be to discharge both the Contractor and the Department 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 Department 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 shall 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 shall 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 shall 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, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

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 Department 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 Department 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 through 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 final payment by the Department under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. 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 of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Costs 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 Department, 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 8 and 11 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. Administrative

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

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

If to the State:

Mr. Edward Bannat
Maryland Department of Information Technology
45 Calvert Street, Room 445
Annapolis, MD 21401
Office Phone Number: 410-260-7662
edward.bannat@doit.state.md.us

If to the Contractor:

29. Risk of Loss; Transfer of Title.

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

30. Prompt Pay Requirements

- 30.1** If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
- 30.1.1** Not process further payments to the contractor until payment to the subcontractor is verified
 - 30.1.1** Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - 30.1.2** Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 30.1.3** Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - 30.1.4** Take other or further actions as appropriate to resolve the withheld payment.
- 30.2** An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 30.3** An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
- 30.3.1** Affect the rights of the contracting parties under any other provision of law;
 - 30.3.2** Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 30.3.3** Result in liability against or prejudice the rights of the Agency.
- 30.4** The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 30.5** To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
- 30.5.1** Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 30.5.2** This verification may include, as appropriate:
 - 30.5.2.1** Inspecting any relevant records of the contractor;
 - 30.5.2.2** Inspecting the jobsite; and
 - 30.5.2.3** Interviewing subcontractors and workers.
 - 30.5.2.4** Verification shall include a review of:
 - 30.5.2.4.1** The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

30.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

30.5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

30.5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

30.5.4.1 Terminate the contract;

30.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

30.5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

30.5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

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

CONTRACTOR

By Date

Witness: _____

DEPARTMENT OF INFORMATION TECHNOLOGY

By Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____, 2011.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B - Bid/Proposal Affidavit

(Authorized Representative and Affiant)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

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

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

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (iii) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:**

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

Name: _____
 Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor,

Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. REPEALED

O. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

ATTACHMENT C - Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____(title) and the duly authorized representative of _____(business)

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____
Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

DATE: _____

BY: _____

(Signature)

(Authorized Representative and Affiant)

ATTACHMENT E - Conflict of Interest Affidavit and 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 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 F – Living Wage Affidavit

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

___ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT G – Price Proposal Form and Instructions

Instructions

These instructions are to assist Offerors in the preparation of their Excel Price Proposal Form (see Attachment G – 1) and to comply with the requirements of this solicitation. Offerors shall submit their Price Proposal on these attached forms in accordance with the following instructions. Do not alter the forms or the Price Proposal shall be rejected. The Price Proposal Form is to be completed, signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

There are six (6) tabs included in the Price Proposal Form: Access, Intra, Inter, Intl, Usage, and Summary. There are no entries to be made in the Usage and Summary tabs. All non yellow cells (except for the Intl tab) are protected and will automatically calculate your pricing information.

Offerors are required to enter their pricing in the yellow cells on in Tabs I - 1 through I – 3; Access, Intra, and Inter. Once you have input your pricing, the Usage and Summary tabs will auto calculate your pricing. The State is using a weighted average of 45% PRI, 45% T1 And 10% SIP in its pricing model.

For the Intl tab, continue the list of countries to include all countries you service. Fill out the three pricing columns for each country. On this tab, the yellow cells have been entered to indicate where you are to enter input. It should be understood, that as you add countries, you will be inputting into non yellow cells.

Once all pricing has been input, you need to print out all six (6) tabs and then complete the required information and sign on the bottom of the Summary sheet.