

Request for Proposals

HIGH CAPACITY CIRCUIT SERVICES (HCCS)

PROJECT NO. 050R3800141



Department of Budget and Management

Office of Information Technology

Issue Date: April 29, 2003

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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

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

Title: High Capacity Circuit Services
Project No: 050R3800141

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

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

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

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

HIGH CAPACITY CIRCUIT SERVICES

PROJECT NUMBER 050R3800141

RFP Issue Date: April 29, 2003

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

Procurement Officer: Norman Grinnell
Office Phone: (410) 260-7430
Fax: (410) 974-3274
e-mail: ngrinnel@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or about 9/02/2003 through 8/31/2006
With 4 two (2) year renewal options

Pre-Proposal Conference: May 14, 2003, 10:00 AM (Local Time)
45 Calvert Street
Room 164
Annapolis, MD 21401
For directions, call the Service Desk at 410-260-7778

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 113
Annapolis, MD 21401
Attention: Norman H. Grinnell

Closing Date and Time: June 4, 2003 at 2:00 PM (Local Time)

NOTE:

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

SECTION 1 - GENERAL INFORMATION..... 1

1.1 SUMMARY STATEMENT 1
1.2 ABBREVIATIONS AND DEFINITIONS 1
1.3 CONTRACT TYPE 3
1.4 CONTRACT PRICE ADJUSTMENTS 4
1.5 CONTRACT DURATION 5
1.6 PROCUREMENT OFFICER 5
1.7 CONTRACT MANAGER..... 5
1.8 PRE-PROPOSAL CONFERENCE 5
1.9 USE OF “E-MARYLAND MARKETPLACE” 6
1.10 QUESTIONS..... 6
1.11 PROPOSALS DUE (CLOSING) DATE..... 7
1.12 DURATION OF OFFER..... 7
1.13 REVISIONS TO THE RFP 7
1.14 CANCELLATIONS; DISCUSSIONS 7
1.15 ORAL PRESENTATION 8
1.16 INCURRED EXPENSES 8
1.17 ECONOMY OF PREPARATION 8
1.18 PROTESTS/DISPUTES 8
1.19 MULTIPLE OR ALTERNATE PROPOSALS 8
1.20 ACCESS TO PUBLIC RECORDS ACT NOTICE 9
1.21 OFFEROR RESPONSIBILITIES 9
1.22 MANDATORY CONTRACTUAL TERMS..... 9
1.23 PROPOSAL AFFIDAVIT 9
1.24 CONTRACT AFFIDAVIT 9
1.25 ARREARAGES 9
1.26 PROCUREMENT METHOD..... 10
1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT 10
1.28 FALSE STATEMENTS 10
1.29 CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES..... 10
1.30 NON-VISUAL ACCESS 11

SECTION 2 – SCOPE OF WORK..... 11

2.1 PURPOSE AND BACKGROUND 11
2.2 SERVICE ORDERING/TERMINATION PROCESS AND PURCHASE ORDERS 11
2.3 GENERAL REQUIREMENTS..... 12
2.4 INTER/INTRA-LATA 56 KBPS, DS-1, DS-3, OC-3, OC-12 WIDE BAND DIGITAL DATA
SERVICES (DDS) REQUIREMENTS 16
2.5 FRAME RELAY REQUIREMENTS 16
2.6 ATM REQUIREMENTS 17
2.7 MAINTENANCE REQUIREMENTS 17
2.8 TARIFF FILINGS 18
2.9 LIQUIDATED DAMAGES 19

SECTION 3 – PROPOSAL FORMAT 19

3.1	TWO PART SUBMISSION	19
3.2	PROPOSALS	20
3.3	SUBMISSION	20
3.4	VOLUME I – TECHNICAL PROPOSAL.....	20
3.5	VOLUME II - FINANCIAL PROPOSAL	23

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE 26

4.1	EVALUATION CRITERIA.....	26
4.2	TECHNICAL CRITERIA	26
4.3	FINANCIAL CRITERIA	26
4.4	RECIPROCAL PREFERENCE	26
4.5	SELECTION PROCEDURES	27

ATTACHMENTS..... 28

ATTACHMENT A—CONTRACT.....	29
ATTACHMENT B—BID/PROPOSAL AFFIDAVIT.....	38
ATTACHMENT C—CONTRACT AFFIDAVIT	45
ATTACHMENT D—PRE-PROPOSAL CONFERENCE RESPONSE FORM.....	47
ATTACHMENT E—STATE DATA CENTERS AND OTHER CRITICAL INFRASTRUCTURE FACILITIES	48
ATTACHMENT F—PROPOSAL PRICE SHEETS	49

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Department of Budget & Management (DBM), Division of Policy Analysis, Procurement Unit is issuing this Request for Proposal (RFP) to procure Wide Band Digital Data Services (DDS) to include inter/intra LATA 56 Kbps, DS-1, DS-3, OC-3, OC-12 circuit services; Frame Relay (FR) circuit services; and Asynchronous Transfer Mode (ATM) circuit services to support telecommunications needs of the State.

This solicitation will result in a single award for DDS services and a single award for FR/ATM services. The awards shall be made to companies able to provide the required levels of service in this solicitation for the contract period based upon the evaluation criteria detailed in Section 4. It is the State's intention to obtain new services, as specified in this RFP, from contracts between the selected vendors and the State. It is also the State's intention to transition the State's existing embedded base of high capacity circuits to the selected Contractors under this RFP during the base period of the Contract. The transition shall occur on a schedule determined by the State. The number of circuits to be transitioned is estimated at less than 5,000 and does not include Maryland Lottery tail circuits.

The State makes no guarantee that it will purchase any service from any resulting contract. This contract will not be construed to require the State to procure exclusively from the contractor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the contractor.

1.2 Abbreviations and Definitions

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

- a. AAL – ATM Adaptation Layer.
- b. Agency – The unit of State government procuring equipment and services.
- c. ANSI – American National Standards Institute.
- d. ATM – Asynchronous Transfer Mode. A high-speed transfer services allowing transport of fixed length cells across geographic areas.
- e. BECN – Backward Explicit Congestion Notification. A 1-bit field in the Frame address field for use in congestion management.
- f. BER – Bit Error Rate. The percentage of received bits in error compared to the total number of bits received.
- g. B-ICI – Broadband Inter Carrier Interface.
- h. CBR – Constant Bit Rate. An ATM class of service typically associated with voice and video applications.
- i. CIR – Committed Information Rate. The level of data traffic that the carrier agrees to handle over a period of time.

- j. CMIP – Common Management Information Protocol. The network management standard for OSI networks.
- k. CMIS – Common Management Information Services. A network management service interface for managing heterogeneous networks.
- l. COMAR – Code of Maryland Regulations.
- m. Contract – The Contract attached to this RFP as Attachment A.
- n. Contractor(s) – The selected Offeror(s) that are awarded contracts by the State.
- o. 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 on behalf of the Contractor that are not technical in nature.
- p. CPE – Customer Premise Equipment. Equipment connected to the network residing on customer’s premises.
- q. DE – Discard Eligibility.
- r. DBM – The Maryland Department of Budget and Management.
- s. DDS – Digital Data Service. Private line digital service.
- t. DLCI – Data Link Connection Identifier. Identifies the data link and its service parameters.
- u. DSU – Digital Service Unit. Device used to access digital data channels.
- v. FECN – Forward Explicit Congestion Notification. A 1-bit field in the frame address field for use in congestion management.
- w. FR – Frame Relay.
- x. FRF – Frame Relay Forum.
- y. IETF – Internet Engineering Task Force.
- z. IPX/SPX – Internet Packet Exchange/Service Packet Exchange. Netware’s native LAN communications protocol.
- aa. ITU – International Telecommunication Union.
- bb. IXC – Interexchange Carrier. Carrier that has been authorized by the FCC to provide IXC services in the State.
- cc. LAN – Local Area Network.
- dd. LATA – Local Access and Transport Area. Geographical area within which a carrier may offer telecommunications services.
- ee. LEC – Local Exchange Carrier. Carrier authorized by the State of Maryland Public Service Commission to provide local service in a State of Maryland LATA.
- ff. LMI – Local Management Interface. A method of exchanging status information between devices such as routers.
- gg. Local Loops – The physical connection from the State’s premise to a carrier’s point-of-presence.
- hh. Local Time – Time in the Eastern Time Zone as observed by the State.
- ii. NNX – The first three digits of a local North American telephone number.
- jj. OC – Optical Carrier.

- kk. OCC – Other Common Carrier.
- ll. Offeror – An entity that submits a proposal in response to this RFP.
- mm. OIT-T – Office of Information Technology-Telecommunications Division.
- nn. OSI – Open Systems Interconnections.
- oo. PO – Purchase Order.
- pp. POP – Point of Presence.
- qq. Procurement Officer – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative that can authorize changes to the contract.
- rr. Public Switched Network – Any common carrier network that provides circuit switching between public users.
- ss. PVC – Permanent Virtual Connection. A fixed logical channel between two locations.
- tt. RFP – This Request for Proposals for the State of Maryland High Capacity Circuit Services, Project Number 050R3800141, dated April 29, 2003, including any amendments.
- uu. RFQ – Request for Quote.
- vv. SDLC – Synchronous Data Link Control. A synchronous communications protocol.
- ww. SNA – Systems Network Architecture. Telecommunications architecture with a mainframe host computer acting as the network control center.
- xx. SNMP – Simple Network Management Protocol.
- yy. State of Maryland Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday – Friday, excluding State holidays.
- zz. Stratum Three Clock – A source of network timing.
- aaa. TCP/IP – Transmission Control Protocol/Internet Protocol.
- bbb. Token Ring – A ring type of LAN in which a token is passed to terminals before a transmission can begin.
- ccc. UNI – User Network Interface.
- ddd. VBR-NRT – Variable Bit Rate-Not Real Time – An ATM class of service typically associated with data applications.
- eee. VBR-RT – Variable Bit Rate-Real Time - An ATM class of service typically associated with data applications.
- fff. Wide-Band DDS – Transmission facility greater than T-1.

1.3 Contract Type

The contract that results from this RFP shall be a Fixed Unit Price contract with indefinite quantities and price adjustments for contract renewal options in accordance with COMAR 21.06.03.02 and 21.06.03.06. The price adjustment mechanism is described in the next section.

1.4 Contract Price Adjustments

Price Adjustment: If the State elects to exercise contract renewal options after the base period, this section describes the mechanism to be used to make price adjustments. Price adjustments may be made for each two (2) year renewal period to the contracted prices for services proposed in Appendix F. The sequence of actions to implement a price adjustment is as follows:

- At least ninety (90) calendar days prior to the contract or term expiration date, the State's Contract Manager shall advise the Contractor of the allowable percentage adjustment to be applied for each service rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum renewal option period increase allowed shall be limited to five percent (5%) of the current proposed prices (or subsequently adjusted prices beyond the first renewal option).
- Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager and all agencies with installed circuits. In the event the CPI for the measured period is negative, the contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the contractor shall have the option of keeping existing prices or changing to any price up to the maximum allowable percentage increase.
- The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twenty-four (24) months beginning four (4) months prior to the renewal month of the Contract.
- The revised rate schedule shall be used for billing effective the first day of the contract option renewal period.

Consumer Price Index Information:

- The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers for:
 - Area: U.S. City Average
 - Item: Telephone Services
 - Series ID: CUUR0000SEED
 - December 1997 = 100
- The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

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

1.5 Contract Duration

The term of this Contract is for a period of about three (3) years commencing on the date that the Department executes this contract and terminating on August 31, 2006. The State, at its sole option, shall have the unilateral right to extend the contract for up to four (4) additional, successive two-year terms. Installation services may not be ordered unless all installation services can be completed prior to the end of the contract.

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 as listed below:

Norman Grinnell, Procurement Officer
Department of Budget and Management
Division of Policy Analysis, Procurement Unit
45 Calvert Street/First Floor Room 113
Annapolis, Maryland 21401
Telephone #: 410-260-7430
Fax #: 410-974-3274
E-mail: ngrinnel@dbm.state.md.us

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

1.7 Contract Manager

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the contractor. The State's Contract Manager is:

Steven Golaner
Department of Budget and Management
Telecommunications Division
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Telephone: 410-767-4209
Fax: 410-333-5163
E-mail: sgolaner@dbm.state.md.us

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

1.8 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on May 14, 2003, beginning at 10:00 AM, at 45 Calvert Street, Room 164, Annapolis, MD 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription

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

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM, May 12, 2003, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 260-7430 with such notice. The Pre-Proposal Conference Response Form is included as Attachment D to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 Use of “e-Maryland Marketplace”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.state.md.us>) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-proposal conference, Offeror questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

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

1.10 Questions

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

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) Date

An unbound original and three (3) bound 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 June 4, 2003, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, June 4, 2003, at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

1.12 Duration of Offer

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

1.13 Revisions to the RFP

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

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

1.14 Cancellations; Discussions

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

1.15 Oral Presentation

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

Typically, oral presentations shall follow a specified format and will generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Offeror's technical proposal.

- Description of how the proposed services will be provided
- Description of how the Offeror plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the organization
- Which organizational unit will provide the different services (Show on an organization chart)
- Description of how the Offeror plans to meet RFP reporting and data base requirements
- Description of references and the scope of services to other clients by each reference

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 RFP.

1.17 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.18 Protests/Disputes

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

1.19 Multiple or Alternate Proposals

Multiple and Alternate proposals will not be accepted. Submitting a proposal for only DDS services or only FR/ATM services or both is not considered a multiple or alternate proposal.

1.20 Access to Public Records Act Notice

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

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

1.21 Offeror Responsibilities

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

1.22 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 completed Bid/Proposal Affidavit must accompany the proposal submitted by an Offeror. 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 RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.25 Arrearages

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

1.26 Procurement Method

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

1.27 Verification of Registration and Tax Payment

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

1.28 False Statements

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

In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

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

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

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

1.30 Non-Visual Access

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

SECTION 2 – SCOPE OF WORK

2.1 Purpose and Background

- 2.1.1 The State is issuing this solicitation for the purposes outlined in Section 1.1 of this RFP.
- 2.1.2 The State operates a high-speed wide area network with equitable access to network services regardless of location for all State Agencies. It is comprised of a wide range of network circuits inter-connected to create an information network.
- 2.1.3 The State has a full range of applications that can benefit from the services specified in this RFP including LAN inter-networking, host-to-terminal cluster communications and host-to-host communications.

2.2 Service Ordering/Termination Process and Purchase Orders

- 2.2.1 The Contractor shall receive purchase orders (POs) from Agencies through the Department of Budget and Management (DBM), Office of Information Technology, Telecommunications Division (OIT-T) Contract Manager. Currently, the State processes and faxes POs to the Contractor through the Contract Manager. This process applies to all Agencies. A PO from the Contract Manager is the authorized means for the Contractor to provide or terminate services under the contract. DBM reserves the right to change the process when it deems it appropriate and necessary.
- 2.2.2 Ordering and Termination Process for DDS Services:
 - 2.2.2.1 The Agency shall submit a RFQ to order circuit services via e-mail to the Contractor containing the type of DDS service, circuit originating and terminating addresses, originating and terminating NNXs, and the date service is required.
 - 2.2.2.2 The Contractor shall respond to the RFQ by e-mail to the Agency point-of-contact with a price quote as defined in the RFQ for the requested services within three business days. The response shall confirm the elements in the RFQ and additionally quote prices for installation and the recurring monthly fee plus the mileage used for

the quote and the date the Contractor shall install the requested service. In responding to a RFQ, the amounts stated in the Volume II – Financial Proposal submitted by the Contractor are the maximum prices that the State will pay.

- 2.2.2.3 Upon a decision to proceed with the order, the Agency will begin the ordering process by submitting a requisition to the Contract Manager for the purchase of the services.
- 2.2.2.4 To terminate circuit services, the Agency point-of-contact will submit a requisition to include the circuit ID. The Contract Manager will then create and fax a PO to the Contractor which shall constitute the circuit termination order.
- 2.2.3 Ordering and Termination Process for FR/ATM Services: The Agency will begin the ordering process by submitting a requisition to the Contract Manager for the purchase of the services. To terminate circuit services, the process shall be the same as in Section 2.2.2.4, above.
- 2.2.4 Purchase Orders: A PO will be initiated by the Contract Manager and delivered to the Contractor as a notice to proceed for specific services. The Contract Manager will fax the PO to the Contractor.

2.3 General Requirements

- 2.3.1 This solicitation covers inter/intra-LATA Wide Band DDS, FR and ATM services.
 - 2.3.1.1 Contractors submitting a proposal for intra/inter-LATA Wide Band DDS services shall include all services, all data transmission rates in and across all LATAs listed in Attachment F price sheets A-1 through A-24 throughout the State of Maryland.
 - 2.3.1.2 Contractors submitting a proposal for inter/intra-LATA FR/ATM services shall include all services and all data transmission rates in and across all LATAs listed in Attachment F price sheets A-25 through A-33 throughout the State of Maryland. **Moreover, services ordered by an Agency shall include the necessary interfaces to existing circuits in the State's embedded base in and across all four LATAs and shall support all of the standard interfaces for the respective services.**
 - 2.3.1.3 Each transitioned circuit from the State's embedded base shall be treated as a new installation under the specifications and terms of the Contract to be awarded under this RFP. If the State's incumbent Contractor(s) for DDS, FR or ATM circuits are awarded Contract(s) for the same services they now provide, they will charge no installation fee for the transition; however, all other requirements in this RFP apply to each transitioned circuit. The State shall coordinate a timetable with incumbents for transition of the incumbent's portion of the State's embedded base.
 - 2.3.1.4 The primary State contracts in force for DDS, FR and ATM circuits are:
 - DBM-9817-HCS (Intra-LATA circuits; incumbent is Verizon)
 - DBM-9911-ICHS (Inter-LATA circuits; incumbents are MCI WORLDCOM and AT&T)
- 2.3.2 For circuit installation and maintenance, the selected Contractor shall coordinate with the LEC, OCC or IXC, if needed, to provide local access to the desired locations for all services.

- 2.3.3 The Contractor(s) must provide network availability, maintenance (equipment and personnel) and management on a 24 X 7 X 365 basis. During business hours, staff and equipment shall accommodate installations and/or maintenance at up to ten (10) sites simultaneously. During non-business hours, the Contractors shall have sufficient qualified staff to meet circuit outage, provisioning, troubleshooting, and maintenance requirements.
- 2.3.4 The Contractor shall utilize a structured, formalized system for network problem determination, notification, and resolution. Within fifteen (15) calendar days after award, the Contractor shall provide documentation relating to the Contractor's Standard Operating Procedures for network monitoring and management to the Contract Manager. The Contractor shall provide a proactive response to alarms and outages and upon request provide performance statistics, perform testing, monitoring and reporting on:
- Number of PVC's defined per access line/port
 - CIR configured per PVC
 - Port Speed
 - PVC Peak Utilization
 - PVC average busy hour utilization
 - PVC average busy day utilization
 - Port peak utilization
 - Port average busy hour utilization
 - Port average busy day utilization
 - End-to-End traffic patterns per PVC including:
 - Total Frames (ingress and egress)
 - Total discarded frames per hours
 - Excess burst frames per hour (ingress and egress)
 - Port status
 - DLCI assignment tables
- 2.3.5 The Contractor shall furnish services required in accordance with this RFP and the resulting contract(s). The Contract Manager shall approve any changes to subcontractors used by the Contractor in advance. The Contractor shall be responsible for all work performed by subcontractors.
- 2.3.6 By 5:00 P.M. no later than ten (10) calendar days after the receipt of a PO from the Contract Manager, the Contractor shall respond by e-mail to the Contract Manager and the Agency point-of-contact with installation/termination due dates, locations, service types, circuit IDs, associated PVCs, and customer account number for the requested services. Exceptions may only be granted by the Contract Manager. The Contractor shall complete installation/termination by the due date stated in the Contractor's e-mail. For any services at T-1 and below, the due date stated shall be no more than thirty (30) calendar days from the Contractor's receipt of the PO. For any service above T-1 and up to and including DS-3, the due date stated shall be no more than forty-five (45) calendar days from the Contractor's receipt of PO. For any service above DS-3, the due date stated shall be no more than sixty (60) calendar days from the Contractor's receipt of the PO. Liquidated damages may apply if an installation is delayed past the original installation due date.
- 2.3.7 If unable to complete the installation/termination by the due date, the Contractor shall provide in writing to the Contract Manager and the Agency point-of-contact, no later than the day following the original due date, a detailed description of the cause for the delay and the revised due date.

2.3.8 Each selected Contractor shall create a secure (using Secure Socket Layer (SSL)) password-protected database of circuit service records accessible via the Internet within thirty (30) calendar days of contract award. The database shall permit up to fifty (50) simultaneous Agency-designated users to search and perform sorts by any field and be in a format acceptable to the State. No record in the database shall be deleted for the life of the contract. An electronic file record in an electronic format acceptable to the State shall be provided to the State upon request of the Contract Manager. Failure to maintain the database will be grounds for non-payment of invoices and possible contract termination “for cause.” The fields in the database shall be columns and the column headings and types of data to be entered are as follows:

- Agency/Department: (e.g. DBM, DHMH, DHR, MDOT, etc.)
- Division: (e.g. TELCOM, IRM, DSS, SHA, etc.)
- Service Type: (e.g. ATM, FR, Frasi, DDS)
- Circuit ID: (e.g. 38ASST123456CM)
- Bandwidth: (e.g. DS-3)
- Committed Information Rate/PVC: (e.g. 768, 10MBP/S, etc.)
- Circuit Start Address: (442 Rowe Blvd., Annapolis, MD 21401, Room 202)
- Associated Circuit End Address: (6 St. Paul, Baltimore, MD 21202, Suite 1201)
- ATM VPI/VCI: (e.g. start: 3 99, end: 1 91)
- ATM Class of Service: (e.g. CBR, VBR, VBR-NRT, ABR)
- ATM Peak Cell Rate: (e.g. 11792)
- ATM Sustained Cell Rate: (e.g. 9934)
- Destination Circuit ID (e.g. 38ASST987654CM)
- Service Due Date: (e.g. 08/28/03)
- Termination Date: (e.g. 05/01/02)
- Actual Install Date: (e.g. 08/26/03)
- Service Install Price: (e.g. \$459.34)
- Monthly Charges: (e.g. \$300.00)
- Purchase Order Number: (e.g. 050P380141)
- Billing/Account Number: (e.g. 000060939093 02Y)

2.3.9 The database shall be able to provide a “by-Agency” listing (alphabetical). The database shall be kept current with updates made each time a service is added, terminated, or changed. Once the database is established, invoices will not be paid unless the service is listed in the database. The Contractor shall make updates no later than the end of the next business day following service addition/deletion/change.

2.3.10 Should the contractor not provide the services within the stated due date, the State reserves the right to cancel the PO without further obligation or procure like services through alternative methods or invoke the liquidated damages provision of the contract. The Contract Manager may delay the installation date for any service by notifying the Contractor at least fifteen (15) calendar days before the stated installation due date.

2.3.11 The Contractor shall agree to work through the Agency point-of-contact shown on the PO for scheduling all in-site activity. The Contractor’s installation due date stated shall take under consideration that access to some government facilities may be limited to normal business hours.

2.3.12 The Contractor shall identify their business office(s) from which installation, billing and maintenance will be performed for each service offered in its proposal in a list to the

Contract Manager within fifteen (15) calendar days after contract award and submit updates to the business office list as needed to keep it current.

- 2.3.13 Contractor invoices for services must be submitted no later than fifteen (15) calendar days following the month the service was provided.
- 2.3.14 The Contractor shall be responsible for maintaining, on an ongoing basis, all necessary traffic and routing information to keep its monthly end-to-end network availability at a 99.7% for each installed circuit. The Contractor shall make available to the Contract Manager, any and all logs, records, maintenance reports, and other similar documentation which the Contract Manager requests in order to investigate/validate outages. The requested information shall be submitted to the Contract Manager by the end of the next business day.
- 2.3.15 The Contractor shall notify the Contract Manager fifteen (15) calendar days in advance by email, for any planned service outages that may affect the State's services provided by the Contractors. This notice shall include at a minimum the reasons for the planned service outages, the scope of the planned services outages and the expected duration of the planned service outage.
- 2.3.16 The Contractor shall be responsible for any and all installation coordination necessary to provide facilities premise to premise. At all times, the Contractor shall retain responsibility that includes any subcontracted service where applicable, including but not limited to local loops.
- 2.3.17 The State makes no commitment to guarantee a minimum amount or duration of the service nor does it accept any termination liability. All contracted services shall be provided as needed by the State and for the duration determined by the State.
- 2.3.18 The Contractor shall not charge a fee for service termination and will cease charging the associated monthly fee for the termination month on a pro-rata basis no later than five (5) calendar days after notification to terminate a circuit/service.
- 2.3.19 The Contractor shall prepare and submit to the Contract Manager a closeout report due on the last day of the contract which includes any open issues and recommended solutions as well as a final inventory of all existing circuit/services and a listing of all terminated circuits in the same electronic format as the circuit database specified in Section 2.3.7. The Contractor shall cooperate with any successor to the contract with information and records a successor would require continuing the same or similar HCCS services.
- 2.3.20 Insurance:
 - 2.3.20.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.
 - 2.3.20.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.
 - 2.3.20.3 The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage, and certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies must be with a company licensed to do business in Maryland.

2.4 Inter/Intra-LATA 56 Kbps, DS-1, DS-3, OC-3, OC-12 Wide Band Digital Data Services (DDS) Requirements

- 2.4.1 The Contractor shall provide complete Inter/Intra LATA DDS services as outlined below in and across Maryland's four (4) LATAs (236, 238, 240 and 242).
- 2.4.2 All wide band service shall utilize the North American Standard for the appropriate DDS service. Minimum specifications for these services shall include, but not be limited to, a bit error rate (BER) performance equal to or better than 1×10^{-6} over any twenty-four (24) hour period. Circuit availability shall equal or exceed 99.7% monthly.
- 2.4.3 DS-1, DS-3, OC-3, OC-12 clock source shall be equivalent to a stratum three clock, compatible with DDS offering of any other facility provider.

2.5 Frame Relay Requirements

- 2.5.1 The Contractor's network infrastructure shall support standards-based interface protocols between the State's premises and the Contractor's network, which will enable the State to have inter-connectivity across the network from one interface to another.
- 2.5.2 The Contractor shall provide frame relay switches that terminate at the State's access circuits and interfaces to State CPE running frame relay protocols. The Contractor's switches must be interconnected with digital facilities traversing multiple, diversely routed paths (i.e., physically diverse paths).
- 2.5.3 The network shall operate as a connection oriented service, whereby it preserves the ordering of frames across the network and assures that errors and/or improperly formatted frames are detected and discarded.
- 2.5.4 The frame relay technology shall support statistical multiplexing on the access and trunk transmission facilities, carrier network routing of the data frames to the addressed destination on a frame-by-frame basis, and logical connectivity handled by the network.
- 2.5.5 The Contractor shall support the following list of standards and recommendations: ANSI T1.606, ANSI T1.606a, ANSI T1.606b, ANSI T1.617, ANSI T1.617a, ANSI T1.618, ANSI T1.633, FRF.1.2, FRF.2.1, FRF.3, FRF.5, FRF.9, FRF.12, IETF RFC 1483, IETF RFC 1490, ITU-T I.233.1, ITU-T I.365.1, ITU-T I.370, ITU-T I.372, ITU-T I.555, ITU-T I.610, ITU-T Q.922, ITU-T Q.933, ITU-TX.36.
- 2.5.6 Upon Contract Manager approval and at the Contractor's risk, the Contractor may provide the CPE interface between the State's data network and the Contractor's data network.
- 2.5.7 The network shall handle dynamic bandwidth-on-demand for client server applications, imaging, file transfer, network backup and print queues.
- 2.5.8 The Contractor shall guarantee delivery of all frames that are transmitted at or below the Committed Information Rate (CIR) data rate proposed by the Contractor. For frames transmitted at rates that exceed the CIR, the network will attempt to deliver such frames. When the network experiences congestion (meaning that the instantaneous demand for output exceeds the capacity of the queue for that channel) and discards occur at an egress port, the FECN bits in the frames on the transmit queue shall be modified to indicate in the forward direction that network congestion is occurring. Similarly, the BECN bits in the queued frames on the receive side of the same physical interface shall be modified to

indicate in the backward direction that network congestion is occurring. In the event of unusual network congestion conditions, frames with the Discard Eligible (DE) bit set to “one” will be discarded first. Users shall be allowed to send bursts on PVCs up to the speed of the lowest speed port to which the PVC is mapped.

- 2.5.9 The Contractor will provide Frame Relay to ATM Network Internetworking (FRF.5) to enable two (2) frame relay devices or networks to communicate across an ATM backbone.

2.6 ATM Requirements

- 2.6.1 The ATM service shall comply with the ATM Forum standards: BICI 1.1, UNI 3.1, RFC 2225, RFC 2390, RFC 2427, RFC 2684, ITU –T AAL5, ITU-TI.233.1, ITU-TI.365.1, ITU-TX.36, and at minimum provide the following standard service classes:

- 2.6.1.1 Constant Bit Rate (CBR)

- 2.6.1.2 Variable Bit Rate – Real Time (VBR-RT)

- 2.6.1.3 Variable Bit Rate – Non-Real Time (VBR-NRT)

- 2.6.2 The ATM service shall deliver speeds of at least 1.544Mbps in increments of 1.544Mbps up to 12Mbps and DS-3, OC-3 and OC-12.

- 2.6.3 The ATM service shall support simultaneous voice, data, and video exchanges.

- 2.6.4 The ATM service shall support circuit emulation.

- 2.6.5 The ATM service shall interface with the Public Switched Network.

2.7 Maintenance Requirements

- 2.7.1 The Contractor shall detail the testing procedures and test equipment used when a trouble report has been received concerning ATM problems.

- 2.7.2 The Contractor must provide access to their technical support/repair center 24 X 7 X 365 via a toll free telephone number for the purposes of obtaining technical support, troubleshooting, problem isolation, problem determination and resolution of problems. If requested, two (2) hour on-site maintenance and repair service shall be provided in cases where phone support cannot solve the problem. The Contractor shall, at minimum, provide a four (4) hour service restoration for outages during State of Maryland Business Hours. The Contractor shall provide service restoration within twelve (12) hours or by 12:00 P.M., the next business day, whichever is less for outages occurring before or after State of Maryland Business Hours. The service restoration period shall be based on a “start time” designated when the Agency point-of-contact informs the Contractor of a service non-availability and a trouble ticket is opened, and “end time” designated when the trouble ticket is closed out with the Agency point-of-contact at the time of service restoration. The service restoration performance requirement applies to all services. Any outage caused by Agency CPE or software shall be exempt from the service restoration performance requirement. Liquidated Damages will apply for failure on the part of the Contractor to meet this service restoration requirement.

- 2.7.3 If the problem cannot be resolved within the first hour of the technician arriving on-site, an hourly status report must be given to the Agency point-of-contact by telephone. If the outage cannot be resolved within two (2) hours, the contractor will escalate the problem

and notify the Agency point-of-contact via e-mail as to the expected time for service restoration. If the outage can not be resolved within eight (8) hours, the contractor will provide a senior management representative to address the problem and if requested by the State, meet with representatives from the Agency at a date, time and location of the Agency's choosing to provide an explanation of the problem and an estimated time for service restoration.

- 2.7.4 The Contractor shall have a written procedure for reporting problems or suspected problems for the installed services and submit those procedures to the Contract Manager within fifteen (15) days after contract award for review and approval. The Contractor shall submit written procedure updates to the Contract Manager for review and approval when procedures change.
- 2.7.5 The Contractor shall provide to the Contract Manager prior to contract implementation a timetable for escalation of problems with names and phone numbers to expedite restoration of installed services and shall provide updates as changes occur to the Contract Manager.
- 2.7.6 The Contractor shall be responsible for the coordination of all repair activities with other service providers such as the LEC, OCC and IXC, appropriate State agencies and other contractors. The Contractor shall have coordination procedures for installation and repair and provide written updates of these procedures to the Contract Manager prior to implementation.
- 2.7.7 The contractor shall provide a password protected problem-reporting system accessible via the Internet that authorized State personnel may access via Secure Socket Layer (SSL) to open trouble tickets 24 X 7 X 365 and use that system to track the ticket status and escalations. It shall be in a format acceptable to the State and contain the following information:
- Contact Name
 - Ticket Number
 - Circuit ID
 - Location
 - Date Opened
 - Time Opened
 - Date Closed
 - Time Closed
 - Duration
 - Trouble Type
 - Trouble Summary
- 2.7.8 The Contractor, when notifying the Agency point-of-contact that it is State equipment that is associated with a service outage, shall provide evidence that the loss of service is related to State owned equipment.

2.8 Tariff Filings

The Contractor agrees to file any necessary tariffs with the Federal Communications Commission and the State of Maryland Public Service Commission, as required by law, (collectively "the Tariffs"), which shall incorporate the rate-affecting terms and conditions contained in the contract documents, and which shall provide that the tariffs shall be construed in a manner that is consistent with the terms and conditions of this contract. In all cases, State terms and conditions set forth in this RFP and Attachment A (the Contract) take precedence over

Tariff terms and conditions. Contractor agrees that it will not seek any future increase in the rates set forth in the Tariffs during the term of the contract except as allowed by the CPI price adjustment mechanism described in this RFP. Tariff rates shall be the same as those submitted in the Contractor's Financial Proposal. The Tariffs shall also include a section addressing liquidated damages consistent with Section 2.9, below.

2.9 Liquidated Damages

- 2.9.1 Time is an essential element of the contract and accordingly, it is important that contract work be vigorously pursued until completion. It is also critical to the success of the State's programs that the data communications network operates in an extremely reliable manner, with a minimum of 99.7% availability per circuit per month. Downtime on any part of the contracted service must be minimized by prompt response and corrective action within the timeframes described in Section 2.7.2. Moreover, a delay past the original installation timeframe for a new service must be minimized.
- 2.9.2 In the event action to restore service brings the monthly availability below the standard, or installation of new service is delayed, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.
- 2.9.3 If the Contractor fails to restore a contracted service within the specified time frame, then the State may assess liquidated damages on the basis of \$50 per hour for the affected circuit per hour of delay past the standard up to a maximum of the monthly circuit fee. The applicable time performance standard and delay of work designation time ("start time" and "end time") shall be in accordance with Section 2.7.2.
- 2.9.4 If the Contractor fails in install a circuit within the times stated in Section 2.3.6, then the State may assess liquidated damages on the basis of 1/30th of the monthly circuit fee for each calendar day of delay up to a maximum of the monthly circuit fee.
- 2.9.5 The Contractor will not be assessed liquidated damages when the event is the result of a national emergency or natural disaster, fire or other acts of God, provided the Contractor notifies the State of such circumstances and the State determines the event was beyond the control and with out fault or negligence of the Contractor. This compensation will be for delay related costs only. The Contractor will remain liable for other non-delay costs actually incurred by the State such as excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Contractor.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

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

Offerors must submit separate Technical and Financial proposals in response to RFP requirements. Offerors may submit DDS Technical and Financial proposals, or FR/ATM Technical and Financial proposals or both. If Offerors choose to submit for both options, the proposals (both Volume I and Volume II) should be bound separately. See chart:

Proposal Option	RFP Services	Tech Proposal	Financial Proposal
Proposal Option 1	DDS Only	X	X
Proposal Option 2	FR/ATM Only	X	X

3.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.6 of this RFP). An unbound original, so identified, and three (3) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD and shall bear the RFP number and name, name of the Offeror and the volume number.

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must 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 must be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany 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. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, three (3) paper copies and one electronic version shall be enclosed. 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:

- 3.4.2.1 Title and Table of Contents: The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.
- 3.4.2.2 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.
- 3.4.2.3 Offeror Technical Response to RFP Requirements: The Offeror must address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include an explanation of how the work will be done. RFP Sections to which a response is required depends upon the services for which the Offeror elects to respond:
- 3.4.2.3.1 DDS Services: RFP Sections 2.2.2, 2.3, 2.4, and 2.7 through 2.9
- 3.4.2.3.2 FR/ATM Services: RFP Sections 2.2.3, 2.5 through 2.9
- 3.4.2.4 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:
- An overview of the Offeror’s experience providing equipment and services similar to those included in this RFP. This description shall include:
 - A summary of the services offered
 - The extent of network architecture and infrastructure services provided to existing customer base
 - The number of years the Offeror has provided these services
 - The number of clients and geographic locations the Offeror currently serves
 - The process for resolving billing errors
 - An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles. Also, provide the names and titles of the key

management personnel directly involved with supervising the services rendered under this contract along with their resumes.

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

- The Offeror's ability to manage projects of comparable size and complexity
- The quality and breadth of services provided by the Offeror
- Each client reference must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point-of-contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels).
 - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

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

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

- Evidence that the Offeror has the financial capacity to provide the services via abbreviated profit and loss statements and abbreviated balance sheets for the last two years.
- A copy of the Offeror's current certificates of insurance required by Section 2.3.20 (property, casualty and liability), which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

3.4.2.7 Economic Benefit Factors

- The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
 - The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.

Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

- The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
 - Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

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

3.4.2.8 Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract.

3.4.2.9 Alternate Local Access Routing: The Offeror shall show how it will be able to provide alternate local access routing for the State's Data Centers and Other Critical Infrastructure Facilities identified in Attachment E.

3.4.2.10 Problem Reporting Procedures: The Offeror shall submit its written procedures for reporting problems or suspected problems for the installed services in this RFP.

3.4.2.11 Sample Invoice: The Offeror shall submit a sample invoice with an explanation of what each element on the invoice represents.

3.4.2.12 Mileage and Rate Calculation Information: The Offeror shall submit the mileage table, chart or software it will use to base distance sensitive charges for DDS services. The Offeror shall also submit the formulas used for any rate calculation, not to include any specific pricing information—a fictional example is acceptable if a price must be entered to illustrate a point. **Remember that no actual price information may be submitted in the technical proposal.**

3.4.2.13 Required Submissions to be Submitted by Offeror: Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal).

3.5 Volume II - Financial Proposal

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, three copies, and an electronic version in Microsoft Excel of the Financial

Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Forms must be submitted and completely filled in (no blanks or omissions). Offerors submitting a proposal for DDS services shall complete Price Sheets A-1 through A-24 and A-34. Offerors submitting a proposal for FR/ATM services shall complete price sheets A-25 through A-34.

- 3.5.1.1 Do not change or alter these forms. Alterations will cause the proposal to be rejected.
- 3.5.1.2 Proposal Price Form, Total Page A-34, is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 3.5.1.3 All criteria included in these Proposal Price Forms, i.e., the estimated quantity of various services, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in these Proposal Price Forms. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.
- 3.5.1.4 Vendors are required to record the Unit Price they are proposing for each element, calculate the Extended Price, and compute a total for each Proposal Price Form (A-1 through A-33). The total of each Proposal Price Form page is used to calculate the vendor's EVALUATED PRICE PROPOSED (Sheet A-34).
 - All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., \$24.15.
 - All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
 - All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
 - Nothing shall be entered on these Proposal Price Forms that alters or proposes conditions or contingencies on the proposal response.
 - Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.
- 3.5.1.5 Proposal Price Forms A-1 through A-33 reflect the one-time installation charges, monthly per line price, number of circuits, mileage charges where applicable and a total price proposed for the services related to this procurement. The forms are provided for the vendor to price each item relating to the requirements as specified in this RFP. These prices must include all costs associated with the purchase, installation and operation for the services proposed.
- 3.5.1.6 For DDS Services (Price Proposal Sheets A-1 through A-24), the following applies, except as noted on the Price Proposal Sheets:
 - In Column C, enter the one-time installation price per line, if any. Note: circuit/line termination fees are not allowed and are to be accommodated within the prices for installation and monthly per line/port prices.

- In Column D, enter the monthly price per line/port. Any and all costs associated with a working circuit must be included in this price. The Column D number is the product of Column A (mileage) times Column E (price per mile).
 - In Column E, enter the price per mile.
 - In Column F, enter the sum of Column B times C plus the product of Column B times Column D times 18. The multiplier, 18, represents an average number of months in the base contract period of three years. Subsequent prices will be governed by the CPI mechanism described in this RFP.
 - The total of each Proposal Price Sheet is calculated by adding Column F amounts and entering the TOTAL PRICE on the line provided.
- 3.5.1.7 For FR/ATM Services (Price Proposal Sheets A-25 through A-33), except as noted on the Price Proposal Sheets:
- In Column B, enter the one-time installation price per line, if any. Note: circuit/line termination fees are not allowed and are to be accommodated within the prices for installation and monthly per line/port prices.
 - In Column C, enter the monthly price per line/port. Any and all costs associated with a working circuit must be included in this price.
 - In Column D, enter the sum of Column A times Column B to Column A times Column C times 18. The multiplier, 18, represents an average number of months in the base contract period of three years. Subsequent prices will be governed by the CPI mechanism described in this RFP.
 - The total of each Price Proposal Sheet is calculated by adding the Column D amounts and entering the TOTAL PRICE on the line provided.
- 3.5.1.8 For the totals page (Price Proposal Sheet A-34), enter the totals as shown.
- 3.5.1.9 It is imperative that the prices included on Proposal Price Forms pages are entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on Proposal Price Forms. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.
- 3.5.1.10 The Offeror shall submit in the financial proposal **all relevant rate information elements** (all pertinent mileages used for rate purposes [for example, between NNXs], all mileage unit prices, all installation prices, all monthly circuit prices by type and size, all monthly CIR prices, all monthly PVC prices, all additional PVC prices and all network addressing change prices) so that Agency points-of-contact and the Contract Manager can replicate and validate virtually any invoice price calculation during the life of the contract. The rate information elements will be unevaluated but in combination with formulas and mileage tables/charts/software provided in the technical proposal, will be the basis for all invoice charges to the State under the contract.
- 3.5.1.11 **IMPORTANT:** The State’s decisions regarding how much of its embedded base of circuits to transition to a new vendor and the period when the transition will take place is largely dependent upon the one time cost to do so. The primary added cost element for the State to transition the embedded base will be the one time installation price for each embedded circuit.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

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

4.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical Response to RFP Requirements. Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Sections 2.2.2, 2.2.3 and 2.3 through 2.9 or applicable portions thereof.)
- Offeror Experience and Capabilities. (Ref. Section 3.4.2.4)
- References. (Ref. Section 3.4.2.5)
- Economic Benefit Factors. (Ref. Section 3.4.2.5)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed for the portions of the RFP to which Offerors elect to respond within the stated guidelines. The cost impact of transitioning the State’s embedded base of HCCS circuits will also be considered in ranking Offeror Financial Proposals.

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

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

4.5.2 Selection Process Sequence

- The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical will be given greater weight than price factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

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

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

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

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

ATTACHMENT E – State Data Centers and Other Critical Infrastructure Facilities. The State's data centers and other critical infrastructure facilities are identified to include physical address.

ATTACHMENT F – Proposal Price Forms. These forms are to be completed by the Offeror and comprise the Offeror's Volume II – Financial Proposal

ATTACHMENT A—Contract

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

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

1. Definitions

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

1.1 “Contract Manager” means

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

1.3 “Department” means the Department of Budget and Management

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

1.5 “Procurement Officer” means Norman H. Grinnell

1.6 “RFP” means the Request for Proposals for State of Maryland Network Communications Equipment No. 050R3800141.

1.7 “State” means the State of Maryland.

1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide Wide Band Digital Data Services (DDS) to include inter/intra LATA 56 Kbps, DS-1, DS-3, OC-3, OC-12 circuit services; Frame Relay (FR) circuit services; and Asynchronous Transfer Mode (ATM) circuit services to support telecommunications needs of the State. The services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals –Project No. 050R3800141

Exhibit B – Contractor’s Technical Proposal dated _____.

Exhibit C - Contractor’s Financial Proposal dated _____.

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

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor's Proposal in accordance with the RFP. The term of this Contract is for a period of about three (3) years commencing on the date that the Department executes this contract and terminating on August 31, 2006. The State, at its sole option, shall have the unilateral right to extend the contract for up to four (4) additional successive two-year terms. The Contractor shall provide services upon receipt of a Notice to Proceed from the State of Maryland Contract Manager.

4. Consideration and Payment

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

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

4.3 As provided within the RFP, the Contractor may submit a request to adjust the contract services rates then in effect. Any such adjustment shall be based upon a change in the Consumer Price Index (CPI), as described in Section 1.4 of the RFP.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department

and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

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

5.3 The Contractor shall report to the 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 agreement.

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

6. Patents, Copyrights, Intellectual Property

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

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

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

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such

disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Loss of Data

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

9. Indemnification

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

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

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

10. Non-Hiring of Employees

No official or employee of the State of Maryland, 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 Contract Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Contract Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later

than the date of final payment under the Contract, the Contractor must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

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

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 underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Contingent Fee Prohibition

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

15. Non-availability of Funding

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

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the

compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

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

18. Delays and Extensions of Time

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

19. Suspension of Work

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

20. Pre-Existing Regulations

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

21. Financial Disclosure

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

22. Political Contribution Disclosure

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

23. Retention of Records

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

24. Representations and Warranties

The Contractor hereby represents and warrants that:

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

25. 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.

26. Subcontracting; Assignment

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

27. Administrative

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

27.2 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: Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Attention: Contract Officer, State of Maryland for HCCS

If to the Contractor: _____

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

CONTRACTOR

By _____

Date _____

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____

_____ Date

Witness: _____

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

Assistant Attorney General

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

ATTACHMENT B—Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

and the duly authorized representative of [business] _____

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, 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.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or

alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

[If not applicable, so state].

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide

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

M. ACKNOWLEDGEMENT

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

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

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

BPAFF
6/13/01

ATTACHMENT C—Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit

dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D—Pre-Proposal Conference Response Form

**Project No. 050R3800141
STATE OF MARYLAND HIGH CAPACITY CIRCUIT SERVICES**

A Pre-Proposal Conference will be held at 10:00 AM, on May 14, 2003, 45 Calvert Street, Room 164, Annapolis, MD. Please return this form by May 12, 2003 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Norman Grinnell at 410-260-7430.

Return or fax this form to the Procurement Officer:

Norman Grinnell
Department of Budget & Management
Procurement Unit, Room #113
45 Calvert Street
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature

Title

ATTACHMENT E—State Data Centers and Other Critical Infrastructure Facilities

Comptroller of the Treasury
Annapolis Data Center
80 Calvert Street
Annapolis, Maryland 21401

Department of Transportation
MVA Data Center
200 MVA Building
Glen Burnie, Maryland 21062

Department of Transportation
Statewide Operations Center
7491 Connelly Drive
Hanover, Maryland 21076

Department of Public Safety & Correctional Services
Public Safety Data Center
1201 Reisterstown Rd.
Pikesville, Maryland 21208

Judiciary of Maryland
Judicial Data Center
2661 Riva Rd.
Annapolis, Maryland 21401

Network Maryland, Suite 1201
6 Saint Paul
Baltimore, Maryland 21202

University of Maryland at College Park
Building 224
Farm Road
College Park, Maryland 20740

ATTACHMENT F—Proposal Price Sheets

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-1 INTRA-LATA 56 Kbps Digital Data Services Baltimore LATA--No. 238

	A	B	C	D	E	F
			ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
DESCRIPTION	MILEAGE	QTY.*				
INSTALLATION						
Baltimore (333) to Annapolis (974)	30 Miles	10				
Baltimore (333) to Towson (339)	8 Miles	3				
Baltimore (333) to Westminster (386)	34 Miles	2				
Baltimore (333) to Ellicott City (313)	11 Miles	5				
Pikesville (653) to Glen Burnie (768)	20 Miles	2				
Essex (682) to Glen Burnie (768)	16 Miles	1				
SHEET A-1				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-2 INTRA-LATA 56 Kbps Digital Data Services Washington LATA--No. 236

	A	B	C	D	E	F
			ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
DESCRIPTION	MILEAGE	QTY.*				
INSTALLATION						
Hyattsville (209) to Waldorf (645)	30 Miles	2				
Hyattsville (209) to Rockville (424)	19 Miles	3				
Waldorf (645) to Rockville (424)	52 miles	2				
Hyattsville (209) to Leonardtown (475)	61 Miles	1				
SHEET A-2				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-3 INTRA-LATA 56 Kbps DIGITAL DATA SERVICES Hagerstown LATA--No. 240

	A	B	C	D	E	F
			ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
DESCRIPTION	MILEAGE	QTY.*				
INSTALLATION						
Cresaptown (729) to Oakland (895)	42 Miles	2				
Cresaptown (729) to Frostburg (689)	9 Miles	2				
Cresaptown (729) to Cumberland (724)	7 Miles	2				
Cresaptown (729) to Hagerstown (791)	71 Miles	3				
SHEET A-3				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-4 INTRA-LATA 56 Kbps Digital Data Services Salisbury LATA--No. 242

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Salisbury (749) to Ocean City (213)	30 Miles	1				
Salisbury (749) to Snow Hill (632)	18 Miles	1				
Salisbury (749) to Princess Anne (621)	12 Miles	2				
Salisbury (749) to Berlin (208)	23 Miles	2				
SHEET A-4				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-5 INTRA-LATA DS-1 Digital Data Services Baltimore LATA--No. 238

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Annapolis (974)	30 Miles	5				
Baltimore (333) to Towson (339)	8 Miles	2				
Baltimore (333) to Westminster (386)	34 Miles	2				
Baltimore (333) to Ellicott City (313)	11 Miles	1				
Pikesville (653) to Glen Burnie (768)	20 Miles	1				
Essex (682) to Glen Burnie (768)	16 Miles	1				
SHEET A-5				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-6 INTRA-LATA DS-1 Digital Data Services Washington LATA--No. 236

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Hyattsville (209) to Waldorf (645)	30 Miles	2				
Hyattsville (209) to Rockville (424)	19 Miles	1				
Waldorf (645) to Rockville (424)	52 miles	1				
Hyattsville (209) to Leonardtown (475)	61 Miles	1				
SHEET A-6				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-7 INTRA-LATA DS-1 Digital Digital Services Hagerstown LATA--No. 240

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Cresaptown (729) to Oakland (895)	42 Miles	2				
Cresaptown (729) to Frostburg (689)	9 Miles	2				
Cresaptown (729) to Cumberland (724)	7 Miles	2				
Cresaptown (729) to Hagerstown (791)	71 Miles	3				
SHEET A-7				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-8 INTRA-LATA DS-1 Digital Data Services Salisbury LATA--No. 242

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Salisbury (749) to Ocean City (213)	30 Miles	1				
Salisbury (749) to Snow Hill (632)	18 Miles	1				
Salisbury (749) to Princess Anne (621)	12 Miles	1				
Salisbury (749) to Berlin (208)	23 Miles	1				
SHEET A-8				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-9 INTER-LATA DS-1 Digital Data Services

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Centreville (758)	52 Miles	1				
Baltimore (333) to Cresaptown (777)	142 Miles	2				
Baltimore (333) to Frederick (631)	46 Miles	1				
Baltimore (333) to Hagerstown(791)	72 Miles	2				
Baltimore (333) to Hyattsville (513)	36 Miles	3				
Baltimore (333) to Salisbury (548)	115 Miles	2				
Hyattsville (513) to Cresaptown (777)	140 Miles	2				
Annapolis (974) to Salisbury (548)	88 Miles	2				
Annapolis (974) to Cresaptown (777)	166 Miles	2				
SHEET A-9				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-10 INTRA-LATA DS-3 Digital Data Services Baltimore LATA--No. 238

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Annapolis (974)	30 Miles	5				
Baltimore (333) to Towson (339)	8 Miles	2				
Baltimore (333) to Westminster (386)	34 Miles	2				
Baltimore (333) to Ellicott City (313)	11 Miles	1				
Pikesville (653) to Glen Burnie (768)	20 Miles	1				
Essex (682) to Glen Burnie (768)	16 Miles	1				
SHEET A-10				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-11 INTRA-LATA DS-3 Digital Data Services Washington LATA--No. 236

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Hyattsville (209) to Waldorf (645)	30 Miles	2				
Hyattsville (209) to Rockville (424)	19 Miles	1				
Waldorf (645) to Rockville (424)	52 miles	1				
Hyattsville (209) to Leonardtown (475)	61 Miles	1				
SHEET A-11				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-12 INTRA-LATA DS-3 Digital Data Services Hagerstown LATA--No. 240

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Cresaptown (729) to Oakland (895)	42 Miles	2				
Cresaptown (729) to Frostburg (689)	9 Miles	2				
Cresaptown (729) to Cumberland (724)	7 Miles	2				
Cresaptown (729) to Hagerstown (791)	71 Miles	3				
SHEET A-12				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-13 INTRA-LATA DS-3 Digital Data Services Salisbury LATA--No. 242

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Salisbury (749) to Ocean City (213)	30 Miles	1				
Salisbury (749) to Snow Hill (632)	18 Miles	1				
Salisbury (749) to Princess Anne (621)	12 Miles	1				
Salisbury (749) to Berlin (208)	23 Miles	1				
				TOTAL PRICE		
SHEET A-13				(Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-14 INTER-LATA DS-3 Digital Data Services

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Centreville (758)	52 Miles	1				
Baltimore (333) to Cresaptown (777)	142 Miles	2				
Baltimore (333) to Frederick (631)	46 Miles	1				
Baltimore (333) to Hagerstown(791)	72 Miles	2				
Baltimore (333) to Hyattsville (513)	36 Miles	3				
Baltimore (333) to Salisbury (548)	115 Miles	2				
Hyattsville (513) to Cresaptown (777)	140 Miles	2				
Annapolis (974) to Salisbury (548)	88 Miles	2				
Annapolis (974) to Cresaptown (777)	166 Miles	2				
				TOTAL PRICE		
SHEET A-14				(Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-15 INTRA-LATA OC-3 Digital Data Services Baltimore LATA--No. 238

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Annapolis (974)	30 Miles	5				
Baltimore (333) to Towson (339)	8 Miles	2				
Baltimore (333) to Westminister (386)	34 Miles	2				
Baltimore (333) to Ellicott City (313)	11 Miles	1				
Pikesville (653) to Glen Burnie (768)	20 Miles	1				
Essex (682) to Glen Burnie (768)	16 Miles	1				
				TOTAL PRICE		
SHEET A-15				(Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-16 INTRA-LATA OC-3 DIGITAL DATA SERVICES Washington LATA--No. 236

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Hyattsville (209) to Waldorf (645)	30 Miles	2				
Hyattsville (209) to Rockville (424)	19 Miles	1				
Waldorf (645) to Rockville (424)	52 miles	1				
Hyattsville (209) to Leonardtown (475)	61 Miles	1				
SHEET A-16				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-17 INTRA-LATA OC-3 DIGITAL DATA SERVICES Hagerstown LATA--No. 240

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Cresaptown (729) to Oakland (895)	42 Miles	2				
Cresaptown (729) to Frostburg (689)	9 Miles	2				
Cresaptown (729) to Cumberland (724)	7 Miles	2				
Cresaptown (729) to Hagerstown (791)	71 Miles	3				
SHEET A-17				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-18 INTRA-LATA OC-3 DIGITAL DATA SERVICES Salisbury LATA--No. 242

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Salisbury (749) to Ocean City (213)	30 Miles	1				
Salisbury (749) to Snow Hill (632)	18 Miles	1				
Salisbury (749) to Princess Anne (621)	12 Miles	1				
Salisbury (749) to Berlin (208)	23 Miles	1				
SHEET A-18				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-19 INTER-LATA OC-3 DIGITAL DATA SERVICES

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Centreville (758)	52 Miles	1				
Baltimore (333) to Cresaptown (777)	142 Miles	2				
Baltimore (333) to Frederick (631)	46 Miles	1				
Baltimore (333) to Hagerstown(791)	72 Miles	2				
Baltimore (333) to Hyattsville (513)	36 Miles	3				
Baltimore (333) to Salisbury (548)	115 Miles	2				
Hyattsville (513) to Cresaptown (777)	140 Miles	2				
Annapolis (974) to Salisbury (548)	88 Miles	2				
Annapolis (974) to Cresaptown (777)	166 Miles	2				
SHEET A-19				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-20 INTRA-LATA OC-12 DIGITAL DATA SERVICES Baltimore LATA--No. 238

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Annapolis (974)	30 Miles	5				
Baltimore (333) to Towson (339)	8 Miles	2				
Baltimore (333) to Westminister (386)	34 Miles	2				
Baltimore (333) to Ellicott City (313)	11 Miles	1				
Pikesville (653) to Glen Burnie (768)	20 Miles	1				
Essex (682) to Glen Burnie (768)	16 Miles	1				
SHEET A-20				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-21 INTRA-LATA OC-12 DIGITAL DATA SERVICES Washington LATA--No. 236

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Hyattsville (209) to Waldorf (645)	30 Miles	2				
Hyattsville (209) to Rockville (424)	19 Miles	1				
Waldorf (645) to Rockville (424)	52 miles	1				
Hyattsville (209) to Leonardtown (475)	61 Miles	1				
SHEET A-21				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
DDS DETAIL**

SHEET A-22 INTRA-LATA OC-12 DIGITAL DATA SERVICES Hagerstown LATA--No. 240

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Cresaptown (729) to Oakland (895)	42 Miles	2				
Cresaptown (729) to Frostburg (689)	9 Miles	2				
Cresaptown (729) to Cumberland (724)	7 Miles	2				
Cresaptown (729) to Hagerstown (791)	71 Miles	3				
SHEET A-22				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-23 INTRA-LATA OC-12 DIGITAL DATA SERVICES Salisbury LATA--No. 242

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Salisbury (749) to Ocean City (213)	30 Miles	1				
Salisbury (749) to Snow Hill (632)	18 Miles	1				
Salisbury (749) to Princess Anne (621)	12 Miles	1				
Salisbury (749) to Berlin (208)	23 Miles	1				
SHEET A-23				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

SHEET A-24 INTER-LATA OC-12 DIGITAL DATA SERVICES

	A	B	C	D	E	F
DESCRIPTION	MILEAGE	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE (A * E)	PRICE PER MILE	TOTAL ITEM PRICE PROPOSAL (B*C)+(B*D*18)
INSTALLATION						
Baltimore (333) to Centreville (758)	52 Miles	1				
Baltimore (333) to Cresaptown (777)	142 Miles	2				
Baltimore (333) to Frederick (631)	46 Miles	1				
Baltimore (333) to Hagerstown(791)	72 Miles	2				
Baltimore (333) to Hyattsville (513)	36 Miles	3				
Baltimore (333) to Salisbury (548)	115 Miles	2				
Hyattsville (513) to Cresaptown (777)	140 Miles	2				
Annapolis (974) to Salisbury (548)	88 Miles	2				
Annapolis (974) to Cresaptown (777)	166 Miles	2				
SHEET A-24				TOTAL PRICE (Add Column F)		

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
FR DETAIL**

SHEET A-25 FRAME RELAY SERVICES (ALL LATAs)

	A	B	C	D
DESCRIPTION	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE	TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
56/64 Kbps access line	50			
1.512 Mbps access line	150			
45 Mbps access line	20			
COMMITTED INFORMATION RATES (CIR)		For CIRs, Col D = Col A*Col C		
CIR (56Kbps)				
8 Kbps	5			
16 Kbps	5			
32Kbps	40			
CIR (1.512 Mbps)				
56/64Kbps	10			
128 Kbps	30			
192Kbps	10			
256Kbps	10			
384Kbps	10			
512Kbps	30			
768Kbps	60			
CIR (45 Mbps)				
2 Mbps	20			
5 Mbps	20			
10 Mbps	20			
15 Mbps	15			
20Mbps	10			
30 Mbps	5			
40 Mbps	2			
FEATURES				
NETWORK ADDRESSING CHANGE	8		Col D = Col A*Col B	
ADDITIONAL PVCs	40		Col D = Col A*Col B	
SHEET A-25			TOTAL PRICE (Add Column D)	

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-26 ATM SERVICES
DS-1 VBR**

DESCRIPTION	A QTY.*	B ONE-TIME INSTALLATION PRICE PER LINE	C MONTHLY PRICE PER LINE	D TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg. 301 W. Preston St. Baltimore, Md 21201	2			
State Office Bldg. 45 Calvert St. Annapolis, Md 21401	2			
University of Md. 3300 Metzertott Rd. Adelphi, Md. 20783	2			
Centreville MSC 120 Broadway St. Centreville, Md. 21617	1			
Frostburg State University 101 Braddock Rd. Frostburg, Md. 21532	1			
W. Paul Martin MSC 201 W. Baptist St. Salisbury, Md. 21801	2			
Charles Cnty. Comm. College 8730 Mitchell Rd. LaPlata, Md. 20646	1			
FEATURES				
PVCs - VARIABLE BIT RATE (Kbps)		For PVCs, Col D =	Col A*Col C	
56	2			
64	2			
128	2			
256	2			
384	2			
512	2			
768	2			
1024	2			
SHEET A-26			TOTAL PRICE (Add column E)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-27 ATM SERVICES
DS-1 CBR**

DESCRIPTION	A	B	C	D
	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE	TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg.	2			
301 W. Preston St.				
Baltimore, Md 21201				
State Office Bldg.	2			
45 Calvert St.				
Annapolis, Md 21401				
University of Md.	2			
3300 Metzertott Rd.				
Adelphi, Md. 20783				
Centreville MSC	1			
120 Broadway St.				
Centreville, Md. 21617				
Frostburg State University	1			
101 Braddock Rd.				
Frostburg, Md. 21532				
W. Paul Martin MSC	2			
201 W. Baptist St.				
Salisbury, Md. 21801				
Charles Cnty. Comm. College	1			
8730 Mitchell Rd.				
LaPlata, Md. 20646				
FEATURES				
PVCs - VARIABLE BIT RATE (Kbps)		For PVCs, Col D =	Col A*Col C	
56	2			
64	2			
128	2			
256	2			
384	2			
512	2			
768	2			
1024	2			
SHEET A-27			TOTAL PRICE (Add column D)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-28 ATM SERVICES
DS-3 VBR**

DESCRIPTION	A QTY.*	B ONE-TIME INSTALLATION PRICE PER LINE	C MONTHLY PRICE PER LINE	D TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg. 301 W. Preston St. Baltimore, Md 21201	2			
State Office Bldg. 45 Calvert St. Annapolis, Md 21401	2			
University of Md. 3300 Metzgerott Rd. Adelphi, Md. 20783	2			
Centreville MSC 120 Broadway St. Centreville, Md. 21617	1			
Frostburg State University 101 Braddock Rd. Frostburg, Md. 21532	1			
W. Paul Martin MSC 201 W. Baptist St. Salisbury, Md. 21801	2			
Charles Cnty. Comm. College 8730 Mitchell Rd. LaPlata, Md. 20646	1			
FEATURES				
PVCs - VARIABLE BIT RATE (Mbps)		For PVCs, Col D =	Col A*Col C	
2	5			
5	5			
10	5			
15	3			
20	3			
30	2			
40	2			
SHEET A-28			TOTAL PRICE (Add column D)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-29 ATM SERVICES
DS-3 CBR**

DESCRIPTION	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE	TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg. 301 W. Preston St. Baltimore, Md 21201	2			
State Office Bldg. 45 Calvert St. Annapolis, Md 21401	2			
University of Md. 3300 Metzgerott Rd. Adelphi, Md. 20783	2			
Centreville MSC 120 Broadway St. Centreville, Md. 21617	1			
Frostburg State University 101 Braddock Rd. Frostburg, Md. 21532	1			
W. Paul Martin MSC 201 W. Baptist St. Salisbury, Md. 21801	2			
Charles Cnty. Comm. College 8730 Mitchell Rd. LaPlata, Md. 20646	1			
FEATURES				
PVCs - VARIABLE BIT RATE (Mbps)		For PVCs, Col D =	Col A*Col C	
	2	5		
	5	5		
	10	5		
	15	3		
	20	3		
	30	2		
	40	2		
SHEET A-29			TOTAL PRICE (Add column D)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-30 ATM SERVICES
OC-3 VBR**

DESCRIPTION	A QTY.*	B ONE-TIME INSTALLATION PRICE PER LINE	C MONTHLY PRICE PER LINE	D TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg. 301 W. Preston St. Baltimore, Md 21201	2			
State Office Bldg. 45 Calvert St. Annapolis, Md 21401	2			
University of Md. 3300 Metzgerott Rd. Adelphi, Md. 20783	2			
Centreville MSC 120 Broadway St. Centreville, Md. 21617	1			
Frostburg State University 101 Braddock Rd. Frostburg, Md. 21532	1			
W. Paul Martin MSC 201 W. Baptist St. Salisbury, Md. 21801	2			
Charles Cnty. Comm. College 8730 Mitchell Rd. LaPlata, Md. 20646	1			
FEATURES				
PVCs - VARIABLE BIT RATE (Mbps)		For PVCs, Col D =	Col A*Col C	
10	1			
50	1			
100	1			
SHEET A-30			TOTAL PRICE (Add column D)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-31 ATM SERVICES
OC-3 CBR**

	A	B	C	D
DESCRIPTION	QTY.*	ONE-TIME INSTALLATION PRICE PER LINE	MONTHLY PRICE PER LINE	TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg. 301 W. Preston St. Baltimore, Md 21201	2			
State Office Bldg. 45 Calvert St. Annapolis, Md 21401	2			
University of Md. 3300 Metzgerott Rd. Adelphi, Md. 20783	2			
Centreville MSC 120 Broadway St. Centreville, Md. 21617	1			
Frostburg State University 101 Braddock Rd. Frostburg, Md. 21532	1			
W. Paul Martin MSC 201 W. Baptist St. Salisbury, Md. 21801	2			
Charles Cnty. Comm. College 8730 Mitchell Rd. LaPlata, Md. 20646	1			
FEATURES				
PVCs - VARIABLE BIT RATE (Mbps)		For PVCs, Col D =	Col A*Col C	
10	1			
50	1			
100	1			
SHEET A-31			TOTAL PRICE (Add column D)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-32 ATM SERVICES
OC-12 VBR**

DESCRIPTION	A QTY.*	B ONE-TIME INSTALLATION PRICE PER LINE	C MONTHLY PRICE PER LINE	D TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg. 301 W. Preston St. Baltimore, Md 21201	2			
State Office Bldg. 45 Calvert St. Annapolis, Md 21401	2			
University of Md. 3300 Metzgerott Rd. Adelphi, Md. 20783	2			
Centreville MSC 120 Broadway St. Centreville, Md. 21617	1			
Frostburg State University 101 Braddock Rd. Frostburg, Md. 21532	1			
W. Paul Martin MSC 201 W. Baptist St. Salisbury, Md. 21801	2			
Charles Cnty. Comm. College 8730 Mitchell Rd. LaPlata, Md. 20646	1			
FEATURES				
PVCs - VARIABLE BIT RATE (Mbps)		For PVCs, Col D =	Col A*Col C	
100	1			
SHEET A-32			TOTAL PRICE (Add column D)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
ATM DETAIL**

**SHEET A-33 ATM SERVICES
OC-12 CBR**

DESCRIPTION	A QTY.*	B ONE-TIME INSTALLATION PRICE PER LINE	C MONTHLY PRICE PER LINE	D TOTAL ITEM PRICE PROPOSAL (A*B)+(A*C*18)
INSTALLATION				
State Office Bldg. 301 W. Preston St. Baltimore, Md 21201	2			
State Office Bldg. 45 Calvert St. Annapolis, Md 21401	2			
University of Md. 3300 Metzgerott Rd. Adelphi, Md. 20783	2			
Centreville MSC 120 Broadway St. Centreville, Md. 21617	1			
Frostburg State University 101 Braddock Rd. Frostburg, Md. 21532	1			
W. Paul Martin MSC 201 W. Baptist St. Salisbury, Md. 21801	2			
Charles Cnty. Comm. College 8730 Mitchell Rd. LaPlata, Md. 20646	1			
FEATURES				
PVCs - VARIABLE BIT RATE (Mbps)		For PVCs, Col D =	Col A*Col C	
100	1			
SHEET A-33			TOTAL PRICE (Add column D)	

*These quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.

**ATTACHMENT F
PROPOSAL PRICE FORM
TOTAL PAGE**

SHEET A-34

Vendor, Contact Name, Address, Phone and FEIN:	I. Evaluated Price Proposed for DDS Services (add totals from sheets A-1 through A-24):
	II. Evaluated Price Proposed for FR/ATM Services (add totals from sheets A-25 through A-33):

Submitted by: _____

Company Name

Date

Authorized Signature

Title