

State of Maryland  
Maryland Department of Budget and Management  
Office of Information Technology

**Project No. 050R5800079**

**STATE OF MARYLAND  
LONG DISTANCE CALLING SERVICES**



**Request for Proposals**

**Issue Date: September 28, 2004**

**NOTICE**

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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

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

**Title: STATE OF MARYLAND LONG DISTANCE CALLING SERVICES**  
**Project No: 050R5800079**

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

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

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

REMARKS:

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Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request For Proposals**

**LONG DISTANCE CALLING SERVICES**

**PROJECT NUMBER 050R5800079**

**RFP Issue Date:** September 28, 2004

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

**Procurement Officer:** Edward Bannat  
Office Phone: (410) 260-7662  
Fax: (410) 974-3274  
e-mail: ebannat@dbm.state.md.us

**Proposals are to be sent to:** Maryland Department of Budget and Management  
45 Calvert Street, Room 118  
Annapolis, MD 21401  
Attention: Edward Bannat

**Pre-Proposal Conference:** October 14, 2004 2:00PM  
300 West Preston Street  
Auditorium  
Baltimore, MD 21201  
For directions, call the Service Desk at 410-260-7778

**Closing Date and Time:** October 26, 2004 - 2:00PM Local Time

**NOTE**

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

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

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

### 1.2 Abbreviations and Definitions

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

- a. **Agency** – The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP.
- b. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us)
- c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- d. **Contract Manager (State CM)** – The State representative that serves as the technical and contract manager for the resulting contract. The State CM monitors the daily activities of the contract and provides technical guidance to the Contractor. DBM may change the State CM at any time by written notice to the Contractor. Reference section 1.7 for the State CM's information.
- e. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- f. **Contractor's Contract Administrator** – Person designated as the single point-of-contact in the Offeror's Proposal with the authority and knowledge to resolve customer complaints that are not solely technical in nature on behalf of the Contractor.

- g. **DBM** – Maryland Department of Budget and Management
- h. **Dedicated** – Network access for locations with sufficient traffic volumes to support circuits devoted to the direct access of the carrier. This may be one or more DS0's, DS1's, or larger.
- i. **ISDN** – Integrated Services Digital Network.
- j. **Fully Loaded Rates** – Rates provided by the Offeror in Attachment F that contains direct and indirect cost and profit for the Contractor.
- k. **LDN** – Long Distance Number.
- l. **LEC** – Local Exchange Carrier.
- m. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- n. **MBE** – Minority Business Enterprise
- o. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays (Reference [http://www.dbm.maryland.gov/DBM\\_Publishing/public\\_content/dbm\\_taxonomy/employee\\_services/holidays2004.html](http://www.dbm.maryland.gov/DBM_Publishing/public_content/dbm_taxonomy/employee_services/holidays2004.html))
- p. **Offeror** – An entity that submits a proposal in response to this RFP.
- q. **OIT** – Department of Budget and Management Office of Information Technology
- r. **P.03** – The grade of service for a telephone system that indicates the number of calls per hundred that are or can be blocked by the system. P.03 means three calls in a hundred can be blocked, so the system must be designed to meet this criterion.
- s. **Procurement Officer** – The State representative for the resulting contract. The procurement officer is responsible for the contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the contract. DBM may change the Procurement Officer at any time by written notice to the Contractor. Reference section 1.6 for the Procurement Officer's information.
- t. **Purchase Order (PO)** – Once signed by the State, it is a binding agreement between the State and the Contractor for items or services identified at the specified price.
- u. **Request for Proposal (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050R5800079, dated September 28, 2004, including any amendments.
- v. **Switched** – Network access via the State's contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.
- w. **Telecommunications Coordinator (TC)** – The State has designated representatives from each Agency to serve as a point of contact for Telecommunications activities for the Agency. There are primary (TC1) and alternate (TC2) coordinators.



### **1.3 Contract Type**

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

### **1.4 Contract Duration**

The Contract resulting from this RFP shall be for a period of three (3) initial years, with the State having the unilateral right to exercise renewal options for two (2) one (1)-year renewal terms. The Contract base term shall begin upon execution of the contract by DBM and will expire three (3) years thereafter. If all options are exercised at the discretion of the State, the total Contract term will be five (5) years.

### **1.5 Contract Price Adjustments**

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

### **1.6 Procurement Officer**

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

Edward Bannat  
Maryland Department of Budget and Management  
Division of Policy Analysis  
45 Calvert Street, Room 118  
Annapolis, Maryland 21401  
Phone Number: 410-260-7662  
Fax Number: 410-974-3274  
E-mail: ebannat@dbm.state.md.us

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

### **1.7 Contract Manager**

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

Sandra M. Smith  
Maryland Department of Budget and Management  
Division of Telecommunications  
301 West Preston Street, Suite 1304  
Baltimore, Maryland 21201  
Phone Number: 410-767-4649  
Fax Number: 410-333-5163  
E-mail: ssmith@dbm.state.md.us

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

## **1.8 Pre-Proposal Conference**

A pre-proposal conference (Conference) will be held on October 14, 2004, beginning at 2:00 PM, in the Auditorium at 300 West Preston Street, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

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

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM on October 12, 2004, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Edward Bannat at (410) 260-7662 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

## **1.9 Use of "e-Maryland Marketplace"**

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

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

Depending on the desired level of service, there is an annual subscription cost of \$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**

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

oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

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

### **1.11 Proposals Due (Closing) Date**

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on October 26, 2004 in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, on October 26, 2004 at 2:00 PM (local time) will not be considered.

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

### **1.12 Duration of Offer**

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

### **1.13 Revisions to the RFP**

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

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

### **1.14 Cancellations; Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions

with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

### **1.15 Oral Presentation**

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

### **1.16 Incurred Expenses**

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

### **1.17 Economy of Preparation**

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

### **1.18 Protests/Disputes**

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

### **1.19 Multiple or Alternative Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.20 Access to Public Records Act Notice**

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

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

### **1.21 Offeror Responsibilities**

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided

under paragraph 1.25 below. If an Offeror that seeks to perform or provide the services required by this RFP is subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.22 Mandatory Contractual Terms**

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

### **1.23 Proposal Affidavit**

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

### **1.24 Contract Affidavit**

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

### **1.25 Minority Business Enterprises**

A minority business enterprise subcontractor participation goal of 5% has been established for this solicitation. The contractor shall structure its awards of subcontracts under the Contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

**Contractors are advised that upon the execution of a contract with the State, the MBE goals stated in this RFP shall become contractual participation obligations of the Contractor. The failure of the Contractor to meet MBE participation obligations under the Contract shall permit the State to take such actions as would be permitted for any other failure of the Contractor to meet its obligations under the contract.**

**New versions of Sections 13-103, 13-104 and 14-303 of the State Finance and Procurement Article of the Maryland Code, relating to increased bid/proposal documentation of MBE commitments, are effective as of October 1, 2004. The Contract under this solicitation will be awarded in accordance with these new requirements. As a result, new bid/proposal submission requirements, including certain revised MBE documents, are in effect for this solicitation. These new requirements are set forth elsewhere in this solicitation.**

**As a result of the revisions to Sections 13-103, 13-104 and 14-303, certain existing portions of the Code of Maryland Regulations (COMAR) relating to post bid/proposal submission of MBE subcontractors are inconsistent with the revised statute. To the extent the provisions of COMAR relating to post bid/proposal identification of MBE subcontractors are inconsistent with the**

**requirements of this solicitation, the requirements of this solicitation shall control the award of a Contract. Questions or concerns regarding the MBE requirements of this solicitation must be raised prior the opening of bids or receipt of initial proposals.**

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, MD 21076. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

### **1.26 Arrearages**

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

### **1.27 Procurement Method**

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

### **1.28 Verification of Registration and Tax Payment**

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

### **1.29 False Statements**

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

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

### **1.30 Bid Bond**

A bid bond or other suitable security in the amount of One Hundred Thousand Dollars (\$100,000) must be submitted with the Offeror's technical proposal. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for bid, performance, and payment bonds is limited to:

- (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- (4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. Attachment H is the bid bond form satisfactory to the State.

### **1.31 Performance Bond**

The successful Offeror must submit a Performance Bond (see Attachment I), or other suitable security in the amount of Six Hundred Thousand Dollars (\$600,000) for the duration of the Contract. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for bid, performance, and payment bonds is limited to:

- (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- (4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within 5 working days after being notified of the proposed Contract award.

### **1.32 Surety Bond Assistance Program**

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFDA). MSBDFDA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFDA may also guaranty up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFDA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFDA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development  
Maryland Small Business Development Financing Authority  
217 E. Redwood Street, 22nd Floor  
Baltimore, Maryland 21202  
Phone: (410) 333-4270  
Fax: (410) 333-6931

### **1.33 Non-Visual Access**

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



### **1.34 Payments by Electronic Funds Transfer**

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

### **1.35 Contract Extended to Include Other Non-State Governments or Agencies**

For the purposes of 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.

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## SECTION 2 – SCOPE OF WORK

### 2.1 Purpose

- 2.1.1 The Department of Budget and Management, Division of Telecommunications is issuing this Request for Proposal (RFP) to procure long distance calling, long distance calling cards and teleconferencing services for the State of Maryland.
- 2.1.2 The goals of the long distance calling services are to continue to:
- Improve the quality of telephone service for the State;
  - Maintain standard dialing procedures across State locations;
  - Increase productivity through telecommunication services; and,
  - Reduce costs.
- 2.1.3 As noted in Section 1.3, this contract will be managed by the State as a Fixed-Unit Price, Indefinite Quantity contract. Authorized work under the contract will be by individually signed purchase orders.

### 2.2 Background

- 2.2.1 The current Statewide Virtual Private Network Contract No. DBM-9914-VPN has been in effect for 4 years since January 2000. That contract has been available for use by all State organizations and various local governments.
- 2.2.2 For fiscal year 2004, \$11,000,000 was budgeted for services and equipment purchases under Statewide Virtual Private Network Contract No. DBM-9914-VPN.
- In the future and in this Contract, these Virtual Private Network services will be renamed to Long Distance Calling Services.
- 2.2.3 As of July 1, 2004, the State's current long distance services included 2,835 separate billing locations for the State. There are also approximately 150 local government units (including county governments, school systems, library systems and local municipalities) and 125 charitable organizations on the network.
- 2.2.4 There is an average of 990,710 long distance calls and 2,848,915 number of minutes use during a typical month. It is estimated that 65% of the traffic is intrastate, 31% interstate, 2% international, and 2% calling cards. Therefore the State's long distance traffic is heavily intrastate.
- 2.2.5 As of August 23, 2004 there were 2,636 active calling cards. There is an average of 3,523 calls using the calling cards and 21,728 minutes used on the calling cards. The calls and minutes for the calling card are included in the average numbers provided above in 2.2.4. There are approximately 344 Telecommunication Coordinators Primary (TC1) and Alternates (TC2) that are authorized to request Calling Cards currently through DBM's Calling Card Administrator for the State of Maryland.
- 2.2.6 During the past year (9/2003-8/2004), there have been approximately 450 teleconferencing calls held with 3,844 connections using 189,415 minutes. The State has been invoiced approximately ninety-three thousand five hundred dollars (\$93,500) for teleconferencing services provided over the past year.

## **2.3 General Requirements**

- 2.3.1 The Contractor shall furnish services required in accordance with Contract requirements.
- 2.3.2 The Contractor shall identify all subcontractors and shall include a complete description of their role. The Contractor shall maintain the subcontractors as originally proposed to the State. Any changes or additions by the Contractor of their subcontractors shall be pre-approved by the State CM.
- 2.3.3 The Contractor shall be responsible for all work performed by its Subcontractor(s).
- 2.3.4 The Contractor's work shall be executed in such a manner that it does not disrupt day-to-day functions of the Agency or cause any unauthorized disruptions to existing telecommunications services. Therefore, the Contractor shall schedule on-site work through State designated site contacts.
- 2.3.5 The Contractor shall represent the using agency with the State's Local Exchange Carriers (LEC) company(s) in order to identify and correct problems with the telephone service. The Contractor shall bear the responsibility for any charges from the Dial Tone Provider as a result of misdiagnosis or troubles caused by equipment supplied or action taken by the Contractor.
- 2.3.6 All work performed for State agencies under the resulting Contract shall be performed under an established Purchase Order issued only by DBM. DBM shall notify the Contractor of exceptions to this requirement by written notification that a non-state entity is using the Contract or if the State policy is changed that State agencies are able to issue their own Purchase Orders. The notice shall be retained by the Contractors for auditing purposes.
- 2.3.7 The Contractor shall perform quality control to monitor when billing starts, the incremental billing points and when billing terminates on a per call basis.
- 2.3.8 Accepting all problem reports and resolving the issues shall be the sole responsibility of the Contractor.
- 2.3.9 The Contractor shall only charge for completed calls. Busy signals and ring-no answers are not to be considered chargeable calls.
- 2.3.10 Within five (5) business days of receiving a signed Purchase Order at the beginning of the contract, the Contractor shall provide their finalized Disaster Recovery Plan based on the draft submitted with their proposal that shall detail coverage, communication, and actions necessary in the event of an outage. The Disaster Recovery Plan shall include a Communication Plan and a contingency communication plan with escalation factors for communication. The Disaster Recovery Plan information shall be in compliance and compatible with the State's Disaster Recovery scenarios and Plan. The State's Disaster Recovery Plan will be available through the State CM.

## **2.4 Transition Plan**

- 2.4.1 A Kick-Off Meeting shall be schedule by the State CM at the beginning of the Contract. The Contractor's key personnel and other appropriate individuals shall be in attendance. The Contractor shall provide a draft Project Management Plan (PMP), Work Breakdown Structure (WBS), Communication and Contact Plan, and Risk Management Plan. The final versions of these documents shall be provided within ten (10) business day of the Kick-Off Meeting for approval by

the State CM (Reference section 2.8 Deliverable Acceptance). At the Kick-Off Meeting, the State will provide to the Contractor with the following inventory information:

- A) Long Distance Calling – agency name, division, billing address, billing telephone number, user name, user telephone number and user address;
  - B) Calling Cards – agency name, division, billing address, billing telephone number, user name, user telephone number, user address, TC name, and TC telephone number; and,
  - C) Teleconferencing – agency name, division, billing address, billing telephone number, user name, user telephone number, and user address.
- 2.4.2 During the transition period, there shall be several (3-4 times a week) teleconference meetings lasting approximately 15-20 minutes for the Contractor to provide a brief status regarding the transition. The brief status shall include at a minimum the number of lines transferred for long distance calling, number of calling cards issues for long distance calling cards, number of accounts created for teleconferencing and any issues that need to be addressed.
- 2.4.3 The Contractor shall have a transition plan for transitioning all system equipment, software, service and maintenance activities from 1) the incumbent to themselves at the beginning of the Contract and 2) themselves to a new Contractor at the end of the Contract. The initial transition at the beginning of the Contract will begin with a signed Purchase Order. Before the end-of-contract, another Purchase Order will be initiated by the State to provide for the end-of-contract transition.
- 2.4.4 The Contractor shall complete the transition within 120 calendar days after receiving a signed Purchase Order.
- 2.4.5 The Contractor shall identify necessary deliverables as well as the timing of various steps in the transition plan.
- 2.4.6 The transition solution shall include at a minimum a project plan that addresses:
- A. Staffing (identify subcontractors);
  - B. Communications between Contractor and State Contract Manager (or Agency Telecommunications Project Manager for project transition);
  - C. Security and system accesses establishment;
  - D. Hardware/software and telecommunications requirements and setup, other general office needs;
  - E. Validate inventory;
  - F. Completion of tasks and other unfinished work plan items;
  - G. Operational readiness;
  - H. Development and content of a checklist to document team readiness;
  - I. Identify how Contractor will demonstrate and document team readiness, allowing them to move into the service and support phase;
  - J. Status reporting and meetings;
  - K. Timing of transition; and,
  - L. Other matters the Contractor deems important for the transition phase.

## **2.5 Service Requirements**

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

- 2.5.1.1 Adhere to the North America dialing plans.

- 2.5.1.2 For informational purposes, the State is configured with overlapping area codess. For example, 410 and 443 cover the same geographical area and area codes 301 and 240 cover the remaining geographical area of the State. A local call may be made between area code 410 and 443, or between 301 and 240.
  - 2.5.1.3 Capable of being utilized anywhere in the State.
  - 2.5.1.4 Compatible with the State's existing base of PBX's, EKTS, Hybrids and Centrex services. The Contractor shall identify if there are any known systems or equipment where their proposed services may create issues of incompatibility.
  - 2.5.1.5 Compatible with the public switched network.
  - 2.5.1.6 Allow for intra-state, inter-LATA, Inter-state and International calling.
  - 2.5.1.7 Able to implement full 10-digit screening on all calls.
  - 2.5.1.8 Ability to have multiple partitions in the database of the same long distance calling services to be managed by separate governmental entities when required.
  - 2.5.1.9 Provide network announcements, information and operator assisted calls on service quality equal to the public switched network.
  - 2.5.1.10 Provide Station Identification on all calls where Automatic Number Identification (ANI) is generated.
  - 2.5.1.11 Provide the following dial up data capabilities:
    - A. Ability to transmit data at speeds of 56 kbps or slower both on-net and off-net.
    - B. Ability to transmit date at speeds of 56 kbps or higher over dedicated DS-1 circuits.
    - C. Ability to provide ISDN capability, on both basic rate interface (BRI) and primary rate interface (PRI) basis.
  - 2.5.1.12 Provide both switched and dedicated network access as described in the 1.2 Abbreviations and Definitions section.
  - 2.5.1.13 Provide sufficient networking facilities to ensure the State a minimum of a P.03 grade of services.
  - 2.5.1.14 Capable of alternate routing during failures, peak traffic times, or other times when the State deems it necessary.
  - 2.5.1.15 Ability to perform installation and maintenance for the long distance calling services from a remote Maintenance Control Center (s).
  - 2.5.1.16 Provide maintenance and surveillance of the long distance calling services on a 24 x 7 basis.
  - 2.5.1.17 Maintain all necessary traffic and routing information to effectively and efficiently configure and operate the State's long distance calling services.
  - 2.5.1.18 Provide the necessary technical support during the contract period to ensure the proper routing of calls from network locations.
- 2.5.2 The Contractor's proposed Calling Cards shall comply with the following minimum requirements:
- 2.5.2.1 Calling Cards shall not have PINs printed on the cards nor will the PINs be mailed with the cards.
  - 2.5.2.2 Cards shall have "State of Maryland" printed on them as the name. No cards will have individual State Entities (i.e. Department, Agency, Program, etc.) or individuals names printed on them.

- 2.5.2.3 The Contractor shall administer the Calling Cards for the State of Maryland. (Reference the Ordering Process sections 2.7.4 and 2.7.5)
- 2.5.2.4 The Contractor shall maintain a database to track the calling cards issued. The database shall contain at a minimum the following information: Cross Reference Number, PIN, Agency acronym (as printed in the State Telephone Directory), subagency (if applicable), first name, middle initial, last name, billing account number, local dial number (LDN) that the card is issued against, LDN that the card will be billed against, agency address, city, state, zip code, first name of TC, last name of TC, TC phone number, issued date, canceled date, modify date, date of PIN issue, and comments. Comments shall reflect date of memo requesting calling cards, any fraud or abuse issues, or any limitations placed on the individual's calling card.
- 2.5.2.5 The Contractor shall have the capability to limit the dollar amount used on an individual's Calling Card per month when requested by the State.
- 2.5.2.6 The Contractor shall have the capability to allow international calling with the Calling Cards. The TC will notify the Contractor of dates, times and countries the cardholder will be traveling and the Contractor shall provide appropriate country codes or instructions for the cardholder to use.
- 2.5.2.7 The Contractor shall not invoice the State for calls identified as fraudulent. If the calls are identified as fraudulent after the State has already been invoiced by the Contractor, then the Contractor shall issue a credit for those calls, plus any applicable other billing charges. The credited amount shall be noted on the following Contractor's invoice.
- 2.5.2.8 Each Calling Card number issued shall be unique; the Contractor shall not transfer or re-issue a calling card number.
- 2.5.2.9 Calling Card Fraud and Abuse Procedures
- A) The Contractor shall monitor calling cards for fraudulent use. If fraudulent use is suspected, the Contractor shall notify the TC.
  - B) The TC should immediately call the Contractor to confirm that the suspected fraud message was received, that the matter is being investigated and this should be noted in the file, and that a final call back will be made once the investigation is completed. If the Contractor does not receive a call back from the TC within four (4) hours the card shall be temporarily suspended.
  - C) The TC will follow-up on the suspected fraud by contacting the cardholder.
  - D) The TC will contact the Contractor to confirm or deny fraud or abuse. If the State determines that there was fraud or abuse, the card shall be cancelled and a new card issued as directed by the State.
- 2.5.3 The Contractor's proposed Conferencing Service shall comply but not be limited to the following minimum requirements:
- 2.5.3.1 Toll Free Dial In – Participants use a toll-free number to join in the teleconference call. Host pays all transport, bridge and setup charges.
- 2.5.3.2 Caller Paid Dial In – Participants use a number to join in the teleconference call. The participant is charged for the transport between their location and the bridge. Host pays for the bridge and setup charges.
- 2.5.3.3 Operator-Assisted Toll Free Dial-In and Caller Paid Dial In- Provides the following features:
- A) Operator asks for specific information before adding participant to the call;
  - B) Host provides a password that the participant must provide prior to being added to the call;

- C) Host provides a list of participants who may join the call;
  - D) Operator will introduce each participant to the call; and,
  - E) Operator will collect participant's information prior to the beginning of the call and provide this information to the host.
- 2.5.3.4 Operator-Dialed Teleconferencing – A list of participants is provided to the Contractor and the Contractor's operator will call them prior to the beginning of the call.
- 2.5.3.5 Reservationless Service (Including both Caller Paid Dial In and Toll Free Dial-In)– Provides a dedicated dial-in numbers and access codes for users to conduct teleconferences at anytime without making arrangements ahead of time.
- 2.5.3.6 Web Meeting – Host meetings over the internet to present documents, diagrams and illustrations to participants.
- 2.5.3.7 Additional Features –
- A) Allow conference calls to continue without the host being present;
  - B) Record the teleconference call on audiocassette;
  - C) Provide written documentation of teleconference;
  - D) Record the teleconference call digitally, so participants who missed the meeting can listen to the meeting, or to verify notes or confirming what was discussed;
  - E) Allow Host to monitor the call without using a Contractor operator; and,
  - F) Create reservation instructions to be emailed to participants prior to the call.
- 2.5.3.8 Executive Services – Includes, but is not limited to features such as: participant screening, professional moderator, facsimiles, voting and polling, question & answer, etc.

## **2.6 Security Requirements**

- 2.6.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards (Reference Attachment G). These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line. (Reference Attachment G)
- 2.6.2 IT Security
- 2.6.2.1 Security Regarding Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State.
- 2.6.2.2 The Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.
- 2.6.3 Physical Security:
- 2.6.3.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.
- 2.6.3.2 Security Clearance:
- A. The Contractor shall obtain a Criminal Justice Investigation Services (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed

prior to any Contractor employee providing services on-site at any location covered by this Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract and shall be completed within four (4) months of Contract award.

- B. The Contractor shall provide certification to the Department that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employee assigned to this Contract has successfully passed this check. The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- C. The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
  - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - (e) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - (f) a crime of violence as defined in CL § 14-101(a).
- D. An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- E. Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

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

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



Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.

- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- D. At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

## **2.7 Ordering Process**

### **2.7.1 Long Distance Calling Ordering/Cancellation Process**

- A. Initiate.** An Agency will complete an ADPICS Purchase Order (PO) and submit this form to DBM/OIT Telecommunications Division.
- B. Review and Approval.** DBM/OIT Telecommunications Division shall review and approve for all ADPICS PO for service provided under this Contract.
- C. Forward to Contractor.** After review and approval of an ADPICS Requisition by DBM/OIT Telecommunications Division, a signed PO will be faxed to the Contractor.
- D. Contractor Response.** The Contractor shall send a response to the PO to DBM/OIT Telecommunications Division. The response shall include, but not be limited to an installation plan, Work Breakdown Structure with critical dates for implementation and estimated costs if applicable. The response shall be delivered to DBM/OIT Telecommunications Division within three (3) business days from receipt of the requisition.

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

- A. Install dedicated services at a virtual location served by DS-1 or PRI circuits within 45 business days from receipt of the signed Purchase Order.
- B. Initiate switched service locations within 3 business days from receipt of the signed Purchase Order.
- C. Perform changes to the database for new area codes, exchanges, location class of service, number blocking, and changes of authorization codes within 5 business days from receipt of the signed Purchase Order.
- D. Port from one vendor to another vendor within 15 business days from receipt of the signed Purchase Order.

### **2.7.3** The Contractor shall complete work by the agreed upon due dates. If the Contractor is unable to complete work by the due date, the Contractor shall provide in writing a detailed description of the

problem and the anticipated resolution time. The State CM or designee shall approve or reject any changes in due dates proposed by the Contractor.

#### 2.7.4 Normal Calling Card Ordering Process

- A) TCs shall complete the Calling Card Request/Cancellation Form (reference Attachment J) to request a new calling card and mail this to the Contractor.
- B) The Contractor shall verify the TC's name against an Excel spreadsheet that will be emailed to the Contractor at an agreed upon time interval (i.e., weekly, monthly, etc.). If the Contractor cannot find the TC name in the Excel spreadsheet, the Contractor shall contact the State CM or designee for verification.
- C) Once the TC name has been verified, the Contractor shall mail the requested Calling Card to the TC along with an Acknowledgement form (reference Attachment K).
- D) The TC shall obtain the cardholder's signature on the Acknowledgement Form and mail the form back to the Contractor.
- E) The Contractor shall email the calling card PIN to the TC after receiving the Acknowledgement form with an original signature of the cardholder.
- F) The Contractor shall call the TC for a status on all calling cards that have been mailed, but no Acknowledgement forms have been received within 10 business days.

#### 2.7.5 Express Ordering Process for Calling Cards

- A) The TC will call the Contractor and fax the Calling Card Request/Cancellation Form (reference Attachment J). The TC will mail the original form to the Contractor.
- B) The Contractor shall provide the calling card number over the phone to the TC and express mail the calling card and Acknowledgement Form to the TC or the cardholder (mailing instructions will be identified at the time of the request) within 24 hours of the request.
- C) The Contractor shall email the PIN to the TC or the cardholder (email instructions will be identified at the time of the request) within one (1) hour of the request.

#### 2.7.6 Cancellation Process for Calling Cards

- A) If a card is lost or stolen the TC must call the Contractor immediately to cancel the card to prevent unauthorized use. The TC must still complete a Calling Card Request/Cancellation Form (reference Attachment J) and mail, fax or email it to the Contractor.
- B) If the cardholder leaves State employment or it is determined that they no longer require a calling card, the TC must complete the Calling Card Request/Cancellation Form (reference Attachment J) and mail, fax or email it to the Contractor.
- C) The TC will cut up the Calling Card and throw it away after requesting the card to be cancelled.

#### 2.7.7 Calling Card Order Response Times. The Contractor shall meet or exceed the following Calling Card ordering response times:

- A. For Normal Ordering:
  - 1) The Contractor shall mail calling cards to the TC within two (2) business days after receiving the request.
  - 2) PINs shall be emailed to the TC within one (1) business day upon receipt of the Acknowledgement form.
- B. For Express Ordering:
  - 1) The Contractor shall provide a calling card number to the TC within four (4) hours upon notification of request.

- 2) The Contractor shall mail calling card to the TC or cardholder (mailing instruction will be identified at the time of request) within twenty (24) hours of request.
- 3) The Contractor shall email the PIN to the TC or the cardholder (email instructions will be identified at the time of the request) within one (1) hour of the request.

#### 2.7.8 Conferencing Ordering Process

- A. **Initiate.** Agency contacts the Contractor to set-up an account, if one does not currently exist for the Agency. The Call Host contacts Contractor and provides the following information: identifies they are with the State of MD, account ID number, Host's name, Host's office phone number, Agency's main 10-digit telephone number, call type, date, time, time zone, duration, number of ports, and desired optional feature, if applicable.
- B. **Contractor Response.** The Contractor shall provide an estimated cost, bridge number and any applicable special instructions.

#### 2.7.9 Conferencing Order Response Times. The Contractor shall meet or exceed the following Conferencing ordering response times:

- A. Provide conference calling within 30 minutes of notification.
- B. Set-up account ID within 48 hours.

#### 2.7.10 The Contractor shall accommodate any changes to the ordering process such as an electronic transaction process.

## 2.8 Deliverable Acceptance

- 2.8.1 The Contractor will submit deliverables as specified in the Purchase Order issued under this Contract for all deliverables upon completion, in the format and medium designated by the State Contract Manager in the Purchase Order. The deliverable will be submitted to the State Contract Manager for review and acceptance. The Contractor shall memorialize such delivery with a document to confirm the receipt of deliverables by the State, which sets forth the nature of the deliverables and the date of their delivery. The State CM will countersign the document confirming the receipt of deliverables to indicate receipt. The State CM will begin review of the following deliverables received. Upon completion of such review, the State CM will issue a document that provides notice of acceptance or rejection of the deliverables.
- 2.8.2 If the State CM does not accept the item within 5 business days, the Contractor shall notify the State CM in writing of the risk associated with the delay. In the event of deliverable rejection, the Contractor will make every reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected item as promptly as possible. If the Contractor fails to correct the problem within five business days of notification of the failure by the State, follow-on project items may not continue until deliverable is satisfied, or State CM acceptance or waiver for the condition associated with non-acceptance.

## 2.9 Traffic Study

The Contractor shall perform and report a traffic study on the dedicated services no more than one hundred (120) days after the installation is approved by the State or as stated in the Purchase Order or as requested by the State. The traffic study report shall contain at a minimum total calls and total duration times.

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

## **2.10 Response Times for Service Problems**

- 2.10.1 The Contractor shall provide an emergency call procedure to accommodate emergency maintenance. This information shall be kept current throughout the life of the Contract. The procedure shall include the names, telephone numbers, and pager numbers of the individuals to be contacted should an emergency arise, as well as, time periods between escalation levels. Names and numbers of upper management shall be included in the procedure. Escalation procedures shall be updated and sent to the State Contract Manager within 10 business days after any changes.
- 2.10.2 The Contractor shall notify the State Contract Manager in writing two weeks in advance and obtain approval in writing for any planned service outages that may affect the State's long distance calling services.
- 2.10.3 The Contractor shall have a service center staffed twenty-four (24) hours a day seven (7) days a week to accept problem calls for service. There shall be one toll free telephone number, which shall be identified in the proposal that the State can use to reach the service center. The service center shall have a web-based reporting and problem tracking system.
- 2.10.4 The Contractor shall provide a primary contact to work with the State's designated staff for all trouble reports. The Contractor's primary contact shall be responsible for tracking all problem reports to resolution and providing status to the State's Contract Manager and designated staff.
- 2.10.5 The Contractor shall not close any problem reports until the originator is contacted and confirms that the problem is resolved.
- 2.10.6 The Contractor shall resolve and close all problem reports within 24 hours from the initial report.
- 2.10.7 The Contractor shall be able to provide support 24 hours a day, 7 days a week within the Service Response Times requirements for the State of Maryland, as specified in the table below.

<b>Type</b>	<b>Service Problems</b>
<b>Response to Service Call</b>	Within 2 hours of the State notifying the Contractor
<b>Procedures</b>	<ol style="list-style-type: none"> <li><b>1. The Agency shall notify the Contractor by telephone, e-mail, Internet connection, or in writing, and the Contractor shall respond to a problem report within two hours with a corrective action plan and resolve such problems within one hour of notification to proceed by the Agency or State Contract Manager.</b></li> <li>2. If after consultation with the Contractor, the State Contract Manager determines that the magnitude of the problem cannot be resolved within three hours, the parties shall agree on a plan for resolution.</li> <li>3. If after consultation with the Contractor the Agency Telecommunication Project Manager or State Contract Manager determines that corrections to the problem cannot be completed within four hours, the Contractor shall notify the Agency Telecommunication Project Manager or State Contract Manager in writing and the parties shall agree on a target date for completion of the corrections. The Agency Telecommunication Project Manager or State Contract Manager shall confirm this agreement in writing.</li> <li>4. The Contractor will facilitate problem determination and correction by communication methods as approved by the State Contract Manager.</li> </ol>

Type	Service Problems
Status Reports and Updates	<ol style="list-style-type: none"> <li>1. Phone call to State CM every hour until problem is resolved or unless otherwise directed by the State CM.</li> <li>2. Email status to Agency Telecommunication Project Manager at the end of each business day until problem is resolved or unless otherwise directed.</li> </ol>

2.10.8 When a service problem cannot be immediately diagnosed and corrected, as specified in the table above, the Contractor shall be required to coordinate the participation of all service suppliers until the source of the problem has been unequivocally established and the malfunction has been corrected.

- A. In no instance will the failure to find the source or resolve the problem relieve the Contractor of the obligation to restore system operability with the least impact on the users ability to communicate using the system.
- B. The State reserves the right to adjudicate such malfunctions after the fact and validate charges and/or maintenance credits applicable to the provisions of the Contracts or tariffs involved.
- C. As part of the maintenance responsibility, the Contractor shall represent the State with the regulated telephone company in order to identify any problems with the telephone service and be responsible for any telephone company charges as a result of misdiagnosis of problems caused by Contractor supplied equipment or actions by the Contractor.

## 2.11 Master Contract Milestones/Deliverables

2.11.1 The Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using project tracking software selected by the Agency Telecommunications Project Manager. The WBS shall provide a detailed work plan that identifies each project milestone and associated deliverable and describes the project work effort necessary to accomplish each milestone unless otherwise specified. The Contractor will refer to the Maryland System Development Life Cycle policy for the format of the deliverables (<http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=226&Folder=2512|2529|2520>). Any changes to the WBS will have to be pre-approved by the Agency Telecommunications Project Manager.

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

<i>Milestones</i>	<i>Deliverables</i>
II. Transition	<ol style="list-style-type: none"> <li>1. Transition Plan (Reference 2.4) that addresses the following: <ol style="list-style-type: none"> <li>A. Long Distance Calling</li> <li>B. Calling Cards</li> <li>C. Teleconferencing</li> <li>D. Current Inventory</li> </ol> </li> <li>2. Brief status teleconference meetings (Reference 2.4.2)</li> </ol>
III. Service Requests	<ol style="list-style-type: none"> <li>1. Response to the ADPICS Requisition (Direct Access Circuit Installation)</li> <li>2. Direct Access Circuit Installation</li> <li>3. Long Distance Service</li> <li>4. Calling Cards</li> <li>5. Teleconferencing Service</li> </ol>
IV. Ongoing Meetings and Reports	<ol style="list-style-type: none"> <li>1. Ongoing Monthly Status and Meetings (Reference section 2.14)</li> </ol>
V. Invoicing	Fixed-Unit Price Invoicing (Reference section 2.15)
VI. End-of-Contract Transition as initiated by State	<ol style="list-style-type: none"> <li>1. Transition Plan for Transition to State or State Agent (Reference section 2.4)</li> <li>2. Transition Support As Required</li> <li>3. Reporting and Documentation</li> <li>4. Current Inventory</li> <li>5. Any open orders and expected solution for transition and reporting.</li> </ol>

## 2.12 Staffing Requirements

- 2.12.1 The State, at its sole discretion and at no additional cost to the State, reserves the right to reject assignment of any Contractor personnel to work on projects related to the Contract.
- 2.12.2 The Contractor shall have sufficient qualified staff and maintenance equipment to accommodate installations and/or maintenance requiring a minimum of three (3) people working on three (3) different installations and/or maintenance projects simultaneously.
- 2.12.3 The Contractor shall assign individual staff to perform the following functions. These staff are considered key personnel and the Contractor shall provide resumes of these individuals with the proposal.
- A. **Contract Administrator** - Serves as the central point of contact on behalf of the Contractor. Responsibilities of this function include, but are not limited to: acting as liaison between the Contractor and the State on all non-technical matters; receiving Purchase Orders from the State for distribution to appropriate Contractor personnel; authority to commit the Contractor's staff; and providing any necessary remediation plans.
  - B. **Billing Administrator** – Serves as the point of contact for all billing questions and issues. Responsibilities of this function include, but are not limited to: answer billing questions, researching and correcting billing issues and problems.
  - C. **Maintenance Center Supervisor** – Manages the Maintenance Center staff. Responsibilities of this function include, but are not limited to: handle escalated service issues and problems and attend status meetings when requested by the State.

- 2.12.4 Each Purchase Order requiring an installation of a direct access circuit shall include staff assigned to fulfill the Project Manager functions. The Project Manager is the individual who will manage the Contactor's efforts in fulfilling the requirements of each Purchase Order. The individual's experience and abilities must be related to the Purchase Order project to which the individual is assigned as Project Manager. An individual may serve as Project Manager for one or more simultaneous Purchase Order projects.
- 2.12.5 Availability of Key Personnel. Offerors shall ensure the identified key personnel will be available to perform Contract requirements. Contractor key personnel shall not be reassigned to another task without the written concurrence of the State's CM. If any key personnel leave the employment of the Contractor, or are approved for reassignment by the State's CM, the replacement must have equal or better qualifications and be approved by the State's CM as outlined in Section 2.12.6.
- 2.12.6 Substitution of Key Personnel. The Contractor may not substitute key personnel, other than by reason of an individual's death, termination of employment, or for a sudden incapacitating illness that is projected to last more than 5 days, etc. without prior written approval of the State CM. The State CM's approval will not be unreasonably withheld. To replace any key personnel specified in the Contract, the Contractor shall submit resumes of the proposed substituted personnel, specifying the intended job function, to the State CM. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the State CM. The State CM will arrange for the interview of the substitution personnel. After interviewing, the State CM will notify the Contractor in writing of the acceptance or denial of the requested substitution.

## **2.13 Training and Documentation**

- 2.13.1 The Contractor shall create all Calling Card and Teleconferencing Services instructions and forms. The Contractor shall email instructions and forms to the TCs. In the unlikely event the TC does not have an e-mail address, the forms and instructions shall be mailed at Contractor's expense.
- 2.13.2 The Contractor shall update the instructions and forms at a minimum annually or as requested by the State CM. The Contractor shall email the updated instructions and forms to the TCs.
- 2.13.3 All instructions and forms created shall become the property of the State of Maryland. The instructions and forms may be published in State documents or posted on State web sites to facilitate use by the TCs.

## **2.14 Reports and Meetings**

- 2.14.1 Monthly Status Report and Meetings
  - A. A status report itemizing all transactions between the State and the Contractor for the prior month, the planned activities and accomplishments for the current month and any issues that require the attention of the State CM or DBM upper management with a proposed solution
  - B. The report shall be issued electronically in a format acceptable by the State and in hard copy to the State CM as well as other individuals as appropriate.
  - C. The report shall be issued by the 10th business day each month.
  - D. A meeting with the State Contract Manager will be held each month to discuss the report and other necessary issues.
- 2.14.2 Monthly Reports. The Contractor shall furnish monthly reports to the State Contract Manager in a media and format approved by the State. As a minimum, the State will require the following

reports, provided monthly, by the 15th day of the month for the previous month's activities, and containing both current and cumulative information:

- A. Problem/Resolution Reports (By State Agency/Entity) to include the following information at a minimum: Agency name, name of Agency contact reporting malfunction, date and time notified, date and time of arrival, description of problem reported, diagnosis of failure, work performed, date and time failure was corrected, resolution time for each problem reported, charges for the service, if applicable, and name of person(s) performing the service.
- B. Management Reports
  - 1) Minority Business Enterprise (MBE) utilization monthly and year to date
  - 2) Monthly, year to date, and cumulative Contract billings by State agency and location.
- C. Installation Summary Report to include the following information at a minimum: ADPICS Requisition number, date of requisition, acceptance date, name of State and non-state entity, address of entity, description of service, date of installation, installation location, and amount billed. Final total amount by entity, and grand total for all entities.
- D. Performance Reports that document performance/non-performance of the long distance calling services offered shall include, but not be limited to:
  - Traffic Summaries
  - Problem Resolution Summaries
  - Specific Problem Detail Listing
  - Chronic Problem Detail
  - Peak Loading
  - Peak Duration
  - Average Peak Duration

2.14.3 The Contractor shall have a reporting tool available to the State CM and TCs through an Internet reporting tool, which provides real-time information. The reporting tool shall have the capability to save the reports in an electronic format such as an excel spreadsheet and/or print the reports on a printer. The reports shall contain parameters to allow the user to create reporting periods for a day, week, month, year, etc.

- A) The long distance reports shall include, but not be limited to: call attempts, completions, on-net/off-net traffic figures. These reports shall be available per trunk, trunk group, and location basis by day, week, and month.
- B) The calling card reports shall include, but not be limited to: list of active cards, history of cards, fraudulent use, and problems/issues. These reports shall be available by agency.
- C) The teleconferencing services reports shall include, but not be limited to services provided (including costs of services used) and account numbers.

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

## **2.15 Invoicing**

2.15.1 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information: name and address of the State agency being billed,



vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.15.2 Invoicing for:

- A) The installation of dedicated access circuits shall be a one time fixed price per installation.
- B) Access to the dedicated access circuits shall be a monthly rate.
- C) Long distance, long distance calling card and teleconferencing calls shall be per six (6) second intervals. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.

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

2.15.4 Each invoice shall be itemized to include:

- A) Contain a Summary Page with the total monthly billing by long distance calling, calling card, or teleconference service for which the invoice was submitted.
- B) Include a Detail Summary Page for dedicated access that includes at a minimum: type of pipe, circuit ID, location, and monthly charge.
- C) Include a Detail Summary Page for long distance that includes at a minimum: originating billing telephone number, originating date and time, number called, city and state, duration of call and the amount charged on a per call basis.
- D) Include a Detail Summary Page for calling card that includes at a minimum: calling card number, originating date and time, city and state where call originated, number called, city and state of number called, duration of call and the amount charged on a per call basis.
- E) Include a Detail Summary Page for teleconferencing services that includes at a minimum: account number, conference ID number, host name, host telephone number, number of ports used, call type, date and time of call, optional features used, and amount charged on a per call basis.

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

## **2.16 Liquidated Damages**

2.16.1 It is critical to the success of the State's programs that the long distance calling services be maintained in accordance with the schedules agreed upon by the State. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner.

2.16.2 Liquidated Damages for interruption of service:

Reliability of the long distance calling services is of the essence. Downtime on any part of the contracted long distance calling services will be minimized by prompt response and corrective action within the specified timeframes (reference section 2.10) of the detection of a loss of service by the State CM, Agency Telecommunications Project Manager or the Contractor. If the Contractor fails to return long distance calling services within the specified time, then the Contractor shall be responsible for paying any and all costs the State incurs to obtain replacement services outside of the Contractor's system.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

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

### 3.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format shall also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2" diskette or CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

### 3.3 Submission

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

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

### 3.4 Volume I – Technical Proposal

#### 3.4.1 Transmittal Letter

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

#### 3.4.2 Required Submissions to be Submitted by Offeror:

- A. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Minority Business Enterprise (MBE) Participation Forms (See Attachment D-1 through D-4)
- C. The Offeror is required to submit an executed original Bid Bond, or other suitable security (ref. Section 1.30). A Bid Bond may be found in Attachment H. Proposals shall not be considered without this submission.

#### 3.4.3 Format of Technical Proposal

Technical Proposals shall be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and shall bear the name and address of the Offeror, the name and number of the RFP and the

closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, five (5) copies and the electronic version shall be provided.

Section 3 of this RFP provides requirements and Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

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

#### **3.4.4 Title and Table of Contents**

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

#### **3.4.5 Executive Summary**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions 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.**

#### **3.4.6 Offeror Experience and Capabilities**

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

- 3.4.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:
  - Corporate/organization size, length of time the organization has been providing the equipment and software services, key business partners, and the number of employees dedicated to providing installation and maintenance of the proposed equipment
  - a comprehensive description of the Offeror's experience in supplying and maintaining the proposed systems and services requested by this RFP;
  - technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of proposed equipment and software within the locations involved in the direct support of the facilities detailed in this RFP;
  - experience, training and certification relative to the specific components of hardware and services of this RFP for employees associated with providing installation and maintenance of proposed equipment and software within the locations involved in the direct support of the facilities detailed in this request for RFP;

- the number of clients and geographic locations the Offeror currently serves; and,
- implementation of proposed services.

3.4.6.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.

3.4.6.3 At least three (3) references from its customers who are capable of documenting:

- A. The Offeror's ability to manage projects of comparable size and complexity.
- B. Each client reference shall be from a client for whom the Offeror provided service and maintenance on proposed equipment and software and shall include the following information:
  - Name of client organization
  - Name, title, and telephone number of Point of Contact for client organization
  - Value, type, and duration of contract(s) supporting client organization
  - The services provided, scope of the Contract, objectives satisfied
- C. A list of all work in excess of \$1,000,000 performed for the State of Maryland within the last five (5) years, with the following information provided for each project: Agency Name, Agency Point of Contact Name and Phone Number, Dates of Performance, Contract Value, Type of Contract, Brief Description of Services & Products Provided.

### **3.4.7 Personnel**

The Offeror shall describe its personnel capabilities in compliance with Section 2.12. Resumes shall be provided for all key personnel proposed for this RFP.

### **3.4.8 Offeror Technical Response to RFP Requirements**

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

### **3.4.9 Maintenance Service Center Capabilities**

The Offeror shall describe in detail the operation and organization of their Maintenance Service center including, by way of example only, hours of operation, staffing at this location, security and premises protection ratings (state if they are not applicable) and experience of key personnel (Reference section 2.12.3). The Offeror shall describe their remote maintenance capability. The State reserves the right to inspect the Offeror's Maintenance Service center prior to award. The Offeror shall describe all other locations from which maintenance personnel may be dispatched or which are capable of servicing the equipment remotely.

### **3.4.10 Transition Plan**

The Offeror shall describe in detail the plan to transition long distance calling, calling cards, and teleconferencing services from the incumbent to themselves within one hundred twenty (120) days of the commencement date of the Contract. (Reference section 2.4)

### **3.4.11 Plans and Procedures**

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

- A. Emergency Call Procedures as outlined in section 2.10.1
- B. Disaster Recovery Plan as outlined in section 2.3.11
- C. Master Contract milestones and deliverables as outlined in section 2.11

### **3.4.12 Financial Capability and Statements**

The Offeror shall include the following:

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

### **3.4.13 Legal Actions Summary**

The Offeror shall include the following:

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

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

### **3.4.14 Certificate of Insurance**

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

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

B. General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.

Standard Insurance Service Office (ISO)  
Commercial General Liability, Occurrence Form

\$2,000,000 - General Aggregate Limit (other than products/completed operations)

- \$2,000,000 - Products/completed operations aggregate limit
- \$1,000,000 - Each Occurrence Limit
- \$1,000,000 - Personal and Accidental Injury Limits
- \$ 50,000 - Fire Damage Limit
- \$ 5,000 - Medical Expense

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

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

**3.4.15 Economic Benefit Factors**

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

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

**3.4.16 Subcontractors**

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

**3.5 Volume II - Financial Proposal**

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor shall submit an original unbound copy, five (5) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in **Attachment F**. Complete the cost sheets only as provided in the Price Proposal Instructions.

## **SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **4.1 Evaluation Criteria**

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

### **4.2 Technical Criteria**

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

1. Approach to satisfying the Work Requirements (Ref. Section 3.4.8)
2. Transition Plan (Ref. Section 3.4.10)
3. Offeror Experience and Capabilities (Ref. Section 3.4.6)
4. Maintenance Service Center Capabilities (Ref. Section 3.4.9)
5. Personnel Proposed (Ref. Section 3.4.7)
6. Plans and Procedures (Ref. Section 3.4.11)
7. Economic Benefit Factors. (Ref. Section 3.4.15)

### **4.3 Financial Criteria**

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

### **4.4 Reciprocal Preference**

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



## **4.5 Selection Procedures**

### **4.5.1 General Selection Process**

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

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

### **4.5.2 Selection Process Sequence**

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 4.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

### **4.5.3 Award Determination**

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