

# **Request for Proposals**

## **MICROWAVE AND ANCILLARY EQUIPMENT PROJECT NO. 050R4800405**



**Department of Budget and Management**

**Office of Information Technology**

**Issue Date: August 3, 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 Robert Krysiak.

**Title:           Microwave and Ancillary Equipment**  
**Project No:    050R4800405**

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

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

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

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request For Proposals**

**MICROWAVE AND ANCILLARY EQUIPMENT**

**PROJECT NUMBER 050R4800405**

**RFP Issue Date:** August 3, 2004

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

**Procurement Officer:** Robert Krysiak  
Office Phone: (410) 260-7179  
Fax: (410) 974-3274  
e-mail: rkrysiak@dbm.state.md.us

**Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)

**Pre-Proposal Conference:** August 16, 2004, 1:30 PM (Local Time)  
201 West Preston Street, Room L1  
Baltimore, MD  
For directions, call Robert Krysiak

**Proposals are to be sent to:** Department of Budget and Management  
45 Calvert Street, Room 115  
Annapolis, MD 21401  
Attention: Robert Krysiak

**Closing Date and Time:** August 31, 2004 at 2:00 PM (Local Time)

**NOTE**

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

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# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

The purpose of this Request for Proposals (RFP) is to obtain a contractor or contractors to provide Maryland State government with an economical and efficient source for the purchase of Digital Microwave and Ancillary Equipment. Vendors are required to provide the State with percentage-off list pricing on Digital Licensed and Unlicensed microwave and Ancillary Equipment such as Multiplexing Equipment, Microwave Power Supplies, Battery Backup Systems, Fuel Cells and Termination Panels.

This solicitation may result in multiple contract awards (up to three contractors for each identified product line) to companies who are able to provide the levels of service and equipment required within this solicitation.

It is the State's intention to obtain goods and services, as specified in this RFP, from contracts between the selected vendors and the State. The State makes no guarantee that it will purchase any equipment or any service from any resulting contract. This contract will not be construed to require the State to procure exclusively from the contractor(s). The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the contractor(s). The selected vendor(s) must be able to deliver goods and services throughout the State of Maryland.

## 1.2 Abbreviations and Definitions

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

- a. Agency – the unit of State government procuring equipment and services.
- b. Agency point of contact- Person designated as the single point of contact for the Agency in the Request for Quote sent to the contractor.
- c. ANSI – American National Standards Institute
- d. BER – Bit Error Rate
- e. BPW – Board of Public Works
- f. CDRH – Center for Devices and Radiological Health
- g. Configuration - The defined parameters of a system that provides options in order to create a custom system.
- h. Contract – The Contract attached to this RFP as Attachment A.
- i. Contractor – The selected Offeror.
- j. Contractor's Contract Administrator – Person designated as the single point of contact in the Offeror's Proposal with the authority and knowledge to resolve customer complaints on behalf of the Contractor that are not technical in nature.

- k. COMAR – Code of Maryland Regulations.
- l. dBm – Decibels referenced to 1mW Output power of a signal referenced to a signal of 1 mW.
- m. DBM – Department of Budget & Management.
- n. DS-1 – Digital Service, Level 1 – data rate 1.544 Mbps.
- o. DS-3 – Digital Service, Level 3 – data rate 44.736 Mbps (28T1).
- p. DTL – Designated Transit List.
- q. DTMF – Dual Tone Multi-Frequency.
- r. EIA – Electronic Industries Association.
- s. FAT – Factory Acceptance Testing.
- t. FCC – Federal Communications Commission.
- u. FDM – Frequency Division Multiplexing.
- v. FM – Frequency Modulation.
- w. Gbps – Giga (Billion) bits per second.
- x. IEC – International Electro-Technical Commission.
- y. LED – Light Emitting Diode.
- z. Local Time – Time in the Eastern Time Zone as observed by the State.
- aa. Manufacturer Brand/Product Line - brand name or generic name product line that is published within a manufacturer's suggested retail price list.v.Manufacturer's Suggested Retail Price List (MSRP) – Document made available by the manufacturer of a product line that includes all of the manufacturers' products and services and pricing available to the public at large and the basis for establishing the state price. In order that each proposal be considered equally, the same price list must be used by all offerors in the preparation of their proposals (See Section 3.2 and 4.4.3). Offerors using any other price list will not be considered.
- bb. Mbps – Million bits per second.
- cc. Multiplexing Equipment – equipment which allows two or more signals to pass over one communications medium or media.
- dd. OC-3 – Optical Carrier, Level 3 – data rate 155.52 Mbps.
- ee. OC-12- Optical carrier, Level12 – data rate 622.08 Mbps .
- ff. Offeror – An entity that submits a proposal in response to this RFP.
- gg. PSI – Pound Per Square Inch.
- hh. RF – Radio Frequency.
- ii. RFP – This Request for Proposals for the State of Maryland, Microwave and Ancillary Equipment, Project Number 050R4800405, dated August 3, 2004, including any amendments.
- jj. RFQ – Request for Quote.
- kk. SES – Severely Errored Seconds.

- ll. SNMP – Simple Network Management Protocol.
- mm. SONET – Synchronous Optical Network.
- nn. State Price – The actual maximum price to be paid under any resulting contract for the purchase of equipment and services by a State of Maryland agency. State price is calculated by applying the contractor’s percentage discount to the price specified in the current Manufacturer’s Suggested Retail Price List for the specified equipment and services to be purchased.
- oo. State of Maryland business hours – 8:00 am – 5:00 pm Monday – Friday.
- pp. STM-1 – Synchronous Transport Module – data rate 155.52 Mbps.
- qq. STM-4 – Synchronous Transport Module – data rate 622.08 Mbps.
- rr. T-1 – Digital Transmission link with a capacity of 1.544 Mbps.
- ss. TIA – Telecommunications Industry Association.
- tt. TTL – Transistor Transistor Logic.
- uu. VF – Voice Frequency.
- vv. VHF – Very High Frequency.
- ww. UHF – Ultra High Frequency.
- xx. 3DS3 – 3 x DS3 – data rate 155.52 Mbps .

### **1.3 Contract Type**

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

### **1.4 Contract Duration**

The term of this Contract is for a period of two years commencing on the date that the Department executes this contract and terminating on October 31, 2006. The State, at its sole option, shall have the unilateral right to extend the contract for up to three (3) additional, successive one-year terms.

### **1.5 Procurement Officer and Contract Manager**

- a. 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:

Robert Krysiak, Procurement Officer  
 Department of Budget and Management  
 Division of Policy Analysis, Procurement Unit  
 45 Calvert Street/ First Floor Room 111  
 Annapolis, Maryland 21401  
 Telephone #: 410-260-7179  
 Fax #: 410-974-3274  
 E-mail: rkrysiak@dbm.state.md.us



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

- b. Contract Manager – The State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the contractor. The State’s Contract Manager for this procurement is:

Edward G. Ryan II  
Department of Budget and Management  
Telecommunications Division  
301 West Preston Street, Suite 1304  
Baltimore, Maryland 21201  
Telephone: 410-767-4219  
Fax: 410-333-5163  
E-mail: ryan@dbm.state.md.us

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

## **1.6 Pre-Proposal Conference**

A Pre-Proposal Conference (Conference) will be held on August 16, 2004, beginning at **1:30 PM**, at 201 West Preston Street, Room L1, Baltimore, MD. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror’s understanding and ability to meet the State’s Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **4:00 PM August 13, 2004** all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Robert Krysiak at (410) 260-7179 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.

## **1.7 Use of “e-Maryland Marketplace”**

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

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

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

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

An unbound original and - five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM** (local time) on **August 31, 2004**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word 2000 format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel 2000 format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, August 31, 2004 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

## **1.10 Duration of Offer**

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

## **1.11 Revisions to the RFP**

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

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the

Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.12 Cancellations; Discussions**

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

### **1.13 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations. Typically oral presentations occur approximately 3 weeks after the proposal due date.

### **1.14 Incurred Expenses**

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

### **1.15 Economy of Preparation**

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

### **1.16 Protests/Disputes**

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

### **1.17 Multiple or Alternate Proposals**

Multiple and Alternate proposals **will not be** accepted.

Submitting proposals for more than one product line is not considered a multiple or alternate proposal.

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

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and

provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

### **1.19 Offeror Responsibilities**

- a. The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, must be identified and a complete description of their role relative to the proposal must be included in the Offeror's proposal. Subcontractors retained for the sole purpose of meeting the established MBE participation goal for this solicitation must be identified as provided in Attachment D of this RFP.
- b. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, must pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary.

### **1.20 Mandatory Contractual Terms**

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

### **1.21 Proposal Affidavit**

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

### **1.22 Contract Affidavit**

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

### **1.23 Minority Business Enterprises**

A minority business enterprise subcontractor participation goal of 25% has been established for this solicitation. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the 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.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. 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 website.

## **1.24 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.

## **1.25 Procurement Method**

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

## **1.26 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.

## **1.27 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:
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or
  - (3) 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 5 years or both.

## **1.28 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 form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment M). 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/GAD X-10 form can be downloaded at the following URL: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

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## SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

Offerors must clearly demonstrate and document within the Executive Summary of their Technical Proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

### 2.1 STATEMENT OF MANUFACTURER SUPPORT

2.1.1 All Offerors must be authorized by the manufacturer to sell the proposed manufacturer's products.

**THIS REQUIREMENT APPLIES TO ALL OFFERORS. EACH PROPOSAL RECEIVED MUST CONTAIN A STATEMENT OF SUPPORT FROM THE MANUFACTURER WHICH CONFORMS TO EITHER OF THE FOLLOWING REQUIREMENTS:**

- 2.1.2 If the Offeror **is not** the manufacturer, the Statement of Manufacturer Support shall, at a minimum:
- a. Be current, dated, on the manufacturer's letterhead, addressed to the Procurement Officer and signed by an officer of the manufacturer authorized to bind the manufacturer to the Statement;
  - b. Authorized the Offeror to provide the manufacturers' complete and current product lines for the duration of the contract;
  - c. Describe fully the history of the dealer/manufacturer relationship;
  - d. Guarantee the Offeror will have direct access to any software fixes, patches, parts, manufacturer support facilities, and during an emergency/down situation access to key support engineers for the duration of the contract; and
  - e. Commit the manufacturer to supporting all specifications and requirements for the duration of the contract.
- 2.1.3 If the Offeror **is** the manufacturer, the Statement of Manufacturer Support shall, at a minimum:
- a. Be current, dated, on the manufacturer's letterhead, addressed to the Procurement Officer, and signed by an officer of the manufacturer authorized to bind the manufacturer to these Statements.
  - b. Commit the manufacturer to supporting all specifications and requirements for the duration of the contract.

The Statement of Manufacturer Support will become part of the contract governing the Offeror's performance.

## SECTION 3 – SCOPE OF WORK

### 3.1 BACKGROUND

The State is currently in the fourth year of a ten -year phased-system implementation program to install the infrastructure required for a Statewide Public Safety Communications System. This required infrastructure includes digital microwave to connect the various tower sites and control centers.

Vendors are required to provide the State with percentage off list pricing for three (3) Equipment Categories:

- Category 1 - Digital Licensed Microwave Communications Equipment;
- Category 2 - Unlicensed Microwave Communications Equipment; and
- Category 3 - Ancillary Equipment.

### 3.2 TECHNICAL REQUIREMENTS

#### 3.2.1 Category 1 Licensed Microwave Communications Equipment

**The contractor(s) shall provide:**

- a. Licensed Microwave Communications Equipment that operates in one or more of the following frequency bands: 2.4GHz, 5.7GHz, 6GHz, 10GHz, 11GHz, 18GHz, and 23GHz.
- b. Licensed microwave communications equipment with capacities of Fractional T1 to OC3.
- c. Protected and unprotected equipment
- d. The entire manufacturer's current product line and direct access by the State to the manufacturer's current patches, fixes, firmware and software upgrades.
- e. For the duration of the contract, direct access to the manufacture's web site containing the manufacturer's entire current equipment offering. The contractor must utilize the manufacturer's web site as the basis for product line technology updates, including the MSRP updates, subject to procurement regulation and law.

#### 3.2.2 Category 2 Unlicensed Microwave Communications Equipment

**The contractor(s) shall provide:**

- a. Unlicensed Microwave Communications Equipment that operates in one or more of the following frequency bands: 900 MHz, 2.4 GHz, 3.5GHz, 5.8GHz and 24GHz.
- b. Unlicensed Microwave Communications Equipment with capacities up to E1/T1.
- c. Unlicensed Microwave Communications Equipment utilizing Radio (RF) or Laser technology.
- d. The entire manufacturer's current product line and direct access by the State to manufacturer's current patches, fixes, firmware and software upgrades.
- e. For the duration of the contract, direct access to the manufacture's web site containing the manufacturer's entire current equipment offering. The contractor must utilize the



Manufacturer's web site as the basis for product line technology updates, including the MSRP updates, subject to procurement regulation and law.

### **3.2.3 Category 3 Microwave Ancillary Equipment**

**The contractor(s) shall provide:**

- a. Multiplexing equipment, microwave power supplies, battery backup systems, hydrogen fuel cells, breaker panels, termination panels and any other equipment necessary for the State to complete the microwave equipment installation.
- b. The entire manufacturer's current product line and direct access by the State to manufacturer's current patches, fixes, firmware and software upgrades.
- c. For the duration of the contract, direct access to the manufacturer's web site containing the manufacturer's entire current equipment offering. The contractor must utilize the Manufacturer's web site as the basis for product line technology updates, including the MSRP updates, subject to procurement regulation and law.
- d. MSRP discounts in the proposal, which shall remain the same for the entire manufacturer's equipment offering

## **3.3 GENERAL REQUIREMENTS**

- a. All equipment provided by the contractor for purchase by the State of Maryland must be new and unused. Used, refurbished or remanufactured equipment will not be accepted.
- b. Product documentation must be provided to the using Agency at the time of equipment delivery. Acceptable documentation format is hardcopy or softcopy, in MS Word, Excel or other format acceptable to the using Agency. The documentation shall detail instructions on installation, configuration, operation and use, manufacturer's warranty information, troubleshooting, and technical assistance contact information. Any customization such as configuration or provisioning performed during network integration services, must be documented by the Contractor and provided to the using Agency at completion of the work and at no additional cost.
- c. The State shall have the right to make unlimited copies of documentation for use by the using Agency.
- d. The State shall have the right, at no additional cost to the State, to create and maintain backup/archival copies of all software-associated with equipment purchased from the Contractor, to be used for recovery or restoration.

## **3.4 ORDERING PROCESS**

- a. The using Agency will contact all contractors who supply the desired equipment and services to request a quote (RFQ) for necessary microwave equipment and/or microwave ancillary equipment. The amounts stated on Attachment F "Proposed Price Form" are the minimum percentage discounts that the State will accept and the maximum prices that the

State will pay. The Contractor's price quote may reflect prices that are more favorable to the State.

- b. The Contractor(s) must respond to the RFQ with a price quote within 3 business days of receipt of the RFQ for equipment only, and within 7 business days of receipt of the RFQ for equipment. Price quotes not received within this timeframe may be disqualified. Any variations to this response time will be indicated in the RFQ.
- c. The price quote provided to the using Agency will be in spreadsheet form and shall include for each product ordered: the current MSRP, the State price, and a link (URL) to the manufacturer's web site to the specific product(s) that contains the MSRP used in the quote so that the using Agency can verify the MSRP. Failure to include this information with the price quote will be a basis for rejection of the quote. Contractor must provide a delivery schedule and designate the mode of delivery with the price quote.
- e. If multiple contractors have submitted price quotes, the Agency will make a selection based on price, equipment availability, extended warranty term if applicable, compatibility with the using Agency's existing network infrastructure and any additional terms identified in the RFQ.
- f. All RFQ responses must be via email to the Agency point of contact, including attachments of price quote spreadsheets (MS Excel) and resume information (MS Word).
- g. The Agency will store both a paper and an electronic copy of the price quote spreadsheet, the MSRP List from the Manufacturer's web site, and personnel resumes, in a procurement transaction folder and will retain this information in its procurement file.
- h. Upon selection of a Contractor, the Agency will begin the ordering process by submitting a Purchase Order to the Contract Manager for the purchase of the equipment, integration services, and/or maintenance.
- i. A purchase order will be initiated by the Agency and delivered via facsimile to the Contractor as a notice to proceed. Purchase orders will not be issued until the State Agency has been provided by the contractor(s) the information required above.

### 3.5 EQUIPMENT DELIVERY TERMS

- a. Contractors must be able to deliver all products within (30) calendar days of receipt of the Purchase Order unless otherwise agreed to by the ordering Agency.
- b. All shipments must be accompanied by a packing list including at a minimum: the identification of the items shipped, quantities, Purchase Order number, and the contract number. Drop shipments must contain packing lists with the same information. All packages must have the Purchase Order number clearly marked on the outside of the shipping packaging. Shipments received without a packing list or Purchase Order number shown on the outside of the package may be refused and returned at the Contractor's expense.
- c. All items are to be delivered F.O.B. destination. Contractor will be responsible for any loss and/or damages to any equipment before receipt of shipment by the State. . All delivery instructions shall be designated on purchase orders, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a Purchase Order prior to shipping, the contractor must contact the Agency

point-of-contact for delivery instructions.

- d. With every shipment, the Contractor must also provide return authorization, asset recovery and exchange procedures in the event that a product has been damaged, deemed defective during shipment or incorrectly ordered. This information may be provided on the packing list or clearly identified on the Contractor's response to the RFQ.

### **3.6 EQUIPMENT WARRANTY**

**The contractor(s) shall provide for each product line proposed:**

- a. At a minimum, a one (1) year manufacturer's warranty on all devices and/or parts provided under this Contract. Any warranty period for the equipment shall not commence until acceptance of the equipment by the purchasing Agency. All defective or non-accepted items must be replaced at no additional cost to the State. The warranty must include, at a minimum, standard 8:00 a.m. to 5:00 p.m., Monday through Friday, local time phone support and 4 hour on-site repair services in cases where phone support cannot solve the problem.
- b. A sole point of contact for any problems with the equipment provided during the warranty period.
- c. Access to a technical support and repair center 24 hours a day, seven days a week via a toll-free telephone number for the purposes of obtaining technical support, troubleshooting, problem isolation and determination.
- d. Contractor must offer a defective part exchange program, which will include shipping cost to and from the repair facility, with 24 hour turn around time, at no cost to the State, for all equipment covered by the manufacturer's warranty.

### **3.7 PERFORMANCE PERIOD FOR ACCEPTANCE**

To insure compliance with the requirements and specifications of this Contract, the State of Maryland may perform acceptance tests within thirty (30) days of receipt. The State does not assume ownership of equipment, nor do warranty periods begin, until the using State Agency point of contact affirmatively accepts, in writing, the Contractor's product and work as fully operational.

### **3.8 REPORTS**

- a. Monthly Reports

Monthly electronic or magnetic media reports must be provided by the 15th day of the month following the reporting period to the Contract Manager regarding purchase, installation, maintenance or modification to equipment and MBE participation associated with any contract as a result of this RFP in a format specified by the State. (Microsoft Word or Excel are preferred).

The reports shall contain, at a minimum, the following information in column format for all equipment or delivered during the reporting period:

1. Purchase Order Number
2. Purchasing Agency Acronym (e.g., DGS, DHMH, MDOT, etc.)
3. Division Name (e.g., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
4. Address where equipment was delivered
5. Part Number(s) and Item Description(s)
6. Serial Number of equipment
7. Quantity
8. Unit price
9. Extended unit price
10. Date of Purchase Order
11. Date of delivery

b. Monthly Minority Business Enterprise Reports

The contractor and its subcontractors will be required to submit monthly MBE Reports as specified in Attachment D.

c. Fiscal Year-End Reports

The contractor must submit to the Contract Manager by July 15<sup>th</sup> a report detailing the items for the State's previous fiscal year (July 1- June 30).

Reports shall contain, at a minimum, the following summary information:

1. A cover sheet identifying the period covered by the report.
2. Agency name for each unit of State government that had purchased equipment during the specified time period.
3. The unit total by Agency.
4. The monthly equipment total by Agency.
5. A final total column and row.

## SECTION 4 – PROPOSAL FORMAT

### 4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

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

*Offerors must submit a separate proposal (Technical & Financial) for each Manufacturer's Product Line being offered.*

### 4.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5.1 of this RFP). An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2" diskette or CD and shall bear the RFP number and name, name of the Offeror and the volume number.

### 4.3 Submission

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

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

### 4.4 Volume I – Technical Proposal

#### 4.4.1 Transmittal Letter

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. In addition, the transmittal letter should indicate the Manufacturer's Product Line proposed. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

## **4.4.2 Format of Technical Proposal**

The technical proposal shall not include any references to prices proposed by the Offeror. Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, five (5) paper copies and one electronic version shall be enclosed. Sections 2 and 3 of this RFP provide requirements and Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, Offeror's technical proposals should be structured and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include:

### **4.4.2.1 Title and Table of Contents**

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

### **4.4.2.2 Executive Summary**

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary" including which Manufacturer's Product Line is being proposed. The summary shall also identify any exceptions the offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

### **4.4.2.3 Minimum Qualifications**

The Offeror must provide evidence that the Offeror meets the minimum qualifications of Section 2 of this RFP for each category proposed. Offerors who cannot demonstrate or provide proof they meet the minimum qualifications will be eliminated from further consideration.

### **4.4.2.4 Offeror Experience and Capabilities**

Offerors shall include information on past experience with similar projects and pertinent resources and shall include the following information:

Offerors shall provide an overview of its experience providing equipment similar to that included in Section 3 of this RFP. This description shall include a summary of the equipment offered, the number of years the Offeror has provided the equipment, the number of clients and geographic locations the Offeror presently serves, etc.

Offerors shall describe the corporate resources that will be available to support this contract.

Offeror shall provide a minimum of three references from its customers who are

capable of documenting:

The Offeror's ability to manage projects of comparable size and complexity.

The quality and breadth of services provided by the Offeror.

Each client reference to 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.

Services provided and geographic area supported

#### 4.4.2.5 Economic Benefit Factors

A general description of how the performance of contract by the Offeror will benefit Maryland. The Offeror should describe in general terms, the following:

The Offeror shall describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP.

**Note: do not include total contract dollars taken from the financial proposal in completing this section. Use percentages where appropriate (see below).**

Economic benefits include:

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

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

#### 4.4.2.6 Financial Capability and Insurance

- (a) Evidence that the Offeror has financial capacity to provide the services such as:

Copies of the last two (2) year end audited financial statements or best available equivalent report and an analysis of those financial statements/reports.

- (b) Insurance Requirements:

A copy of the Offeror's current certification of insurance, which at a minimum, should contain the following:

- i. Carrier Name and Address
- ii. Type of Insurance
- iii. Amount of Coverage
- iv. Period Covered by Insurance
- v. Exclusions

#### 4.4.2.7 Subcontractors

Offerors must clearly identify subcontractors, if any, excluding those used solely to meet MBE participation goals, and the role these subcontractors will have in the performance of the contract. Subcontractors retained for the sole purpose of meeting the established MBE participation goal for this solicitation must be identified as provided in Attachment D of this RFP

#### 4.4.2.8 Required Submissions

The following are to be submitted by Offeror in the original Technical Proposal:

- Completed Bid/Proposal Affidavit (Attachment B)
- MBE form D-1 (in Attachment D)

#### 4.4.3 Proposed Equipment -Manufacturer Suggested Retail Price List (MSRP)

In order that each proposal will be considered equally, the same Manufacturer Suggested Retail Price List (MSRP) in effect until **December 31, 2004** must be used. The Offeror must state which of the following MSRPs will be used and provide a copy of the MSRP with the Offeror's proposal:

<b>MSRP</b>	<b>NAME</b>	<b>CONTACT</b>	<b>PHONE</b>
Alcatel	Price list	Joel Severance	860-526-9750
California Microwave	Price list		716-242-9600
Harris Corporation	Price list	Tom Courtney	703-795-1294
Microwave Systems	Price list	Gary Thompson	770-205-2266
Windward Technologies	Price list		775-852-4682



Stratex Networks	Price list	Randy Jenkins	410-451-9190
Proxim Wireless Networks	Price list		408-731-2700
Marconi Networks	Price List	Rob Dallas	703-245-4604
CD Technologies	Price list		215-886-9444
Argus Technologies	Price list	David Olps	678-387-4007
Trimm Inc.	Price list		919-575-6100
Eltek	Price list		815-459-9600
Have Power	Price list	Peter Judge	202-393-6928

#### **4.5 Volume II - Financial Proposal**

4.5.1 All offerors must include with their Financial proposal a complete Manufacturers Suggested Retail Price List (MSRP) as identified above. The prices the State will actually pay will be determined by the percentage off specified within the Financial proposal for each MSRP identified by the Offeror in its technical proposal. The percentage is the minimum percent offered by the contractor for any equipment within the MSRP. For example, while the contractor may commit to provide a discount of 35% off of the list price of any equipment, the State expects the contractor will extend any additional discounts available to the State in response to a RFQ. This should neither preclude nor limit the contractor from providing further discounts on any individual State purchases.

4.5.2 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, three (3) copies, and an electronic version in MS Excel 2000 of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified in **Attachment F**, Price Bid Forms Sheets F-1, F-2 and F-3. Complete the Price Bid Forms only as specified in the Financial Proposal Form Instructions.

## SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below.

### 5.2 Technical Criteria

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

Offeror Experience, Capabilities, and References  
Financial Capability  
Economic Benefit to Maryland

### 5.3 Financial Criteria

Financial proposals will be evaluated separately. The financial evaluation will be based upon the prices submitted by each Offeror on the Financial Proposal Forms (Attachment F). Offerors proposed discount from MSRP OR MSRP prices, including proposed discounts shall remain in effect for the base term of the contract and shall be subject to adjust only as provided in RFP Section 1.26.

### 5.4 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.

### 5.5 Selection Procedures

#### 5.5.1 General Selection Process

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

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

## 5.5.2 Selection Process Sequence

- 5.5.2.1 The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP and compliance with proposal format set forth in Section 4 of this RFP. Offerors who fail to meet these basic requirements will be disqualified and their proposals eliminated from further consideration.
- 5.5.2.2 The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the 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 three weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 5.5.2.3 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.
- 5.5.2.4 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, at a minimum to give the Offeror an opportunity to question the State's development of a projected claim cost figure for the Offeror's proposal.
- 5.5.2.5 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).

## 5.5.3 Award Determination

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

## ATTACHMENTS

In accordance with State Procurement Regulations:

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

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

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

**ATTACHMENT D-1** – MBE Utilization and Fair Solicitation Affidavit. This form must be submitted with the Offeror's technical proposal.

**ATTACHMENTS D-2, D-3, and D-4** – Other MBE forms. These must be submitted to the Procurement Officer by the selected Offeror within 10 working days of notification of proposed contract award.

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

**ATTACHMENT F** – Financial Proposal Form Instructions and Financial Proposal Forms F1, F2 and F3. Financial Proposal Forms must be completed and submitted as the Financial Proposal.

**ATTACHMENT A**

**CONTRACT**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY**.

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

**1. Definitions**

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

- 1.1 “Contract Manager” means Edward Ryan of the Department.
- 1.2 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.3 “Department” means the Department of Budget and Management
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.
- 1.5 “Procurement Officer” means Robert Krysiak of the Department,
- 1.6 “RFP” means the Request for Proposals for \_\_\_\_\_.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

**2. Scope of Work**

2.1 Contractor shall provide Microwave and Ancillary Equipment for the purchase by State of Maryland agencies to support the State’s microwave network architectures. The equipment and services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. \_\_\_\_\_
- Exhibit B – Contractor’s Technical Proposal, dated \_\_\_\_\_
- Exhibit C - Contractor’s Financial Proposal, dated \_\_\_\_\_
- Exhibit D – State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

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

### **3. Time for Performance.**

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor's Proposal in accordance with the RFP. The term of this Contract is for a period of two years commencing \_\_\_\_\_ and terminating on \_\_\_\_\_, 2006. The State, at its sole option, shall have the unilateral right to extend the contract for three (3) additional successive one-year terms. The Contractor shall provide equipment upon receipt of a Purchase Order from the State as described in the RFP Section 3.4.

### **4. Consideration and Payment**

4.1 In consideration of satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the prices established in Exhibit C, in no event to exceed the total amount of \$\_\_\_\_\_ without the express written approval of the Procurement Officer and subject to any other State approval requirements. The Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the specified amounts. Payments for each Purchase Order shall be made in accordance with the terms of the Purchase Order.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the State's receipt of a proper invoice for performance by the Contractor, acceptance by the State of such performance, and pursuant to the terms of the RFP. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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

4.4 Electronic funds transfer will be used by the State to pay the Contractor for this contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

## **5. Rights to Records**

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

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

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

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

## **6. Patents, Copyrights, Intellectual Property**

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

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

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

c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **7. Confidentiality**

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

## **8. Loss of Data**

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

## **9. Non-Hiring of Employees**

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

## **10. Disputes**

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

## **11. Maryland Law**

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



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

## **12. Nondiscrimination in Employment**

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

## **13. Contingent Fee Prohibition**

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

## **14. Non-availability of Funding**

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

## **15. Termination for Cause**

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

the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### **16. Termination for Convenience**

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

#### **17. Delays and Extensions of Time**

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

#### **18. Suspension of Work**

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

#### **19. Pre-Existing Regulations**

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

#### **20. Financial Disclosure**

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

#### **21. Political Contribution Disclosure**

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

## **22. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, the Contract Manager or the Contract Manager's designee, at all reasonable times. The Contractor shall, upon request by the department, surrender all and every copy of documents needed by the State, including such documents as, but not limited to the Contractor and subcontractor's employee time sheets relating to work performed under the Contract.

## **23. Warranties**

The Contractor hereby represents and warrants that:

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

## **24. Cost and Price Certification**

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

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the

Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **25. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 9 and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **26. Indemnification**

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

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

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

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

## **27. Limitation of Liability**

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

A. For infringement of patents and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section 26 ("Indemnification"), of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's

liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

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

**28. Administrative**

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

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

If to the State:  
Maryland Department of Budget & Management  
Office of Information Technology  
45 Calvert Street, Room 400  
Annapolis, MD 21401  
Attn: Edward G. Ryan

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CONTRACTOR

STATE OF MARYLAND  
DEPARTMENT OF BUDGET AND  
MANAGEMENT

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Cecilia Januskiewicz  
Deputy Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

Attachment A Rev 02/21/02

**ATTACHMENT B—Bid/Proposal Affidavit**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

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**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (f) Been found civilly liable under a state or federal antitrust statute for acts or

omissions in connection with the submission of bids or proposals for a public or private contract;

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

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

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



suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

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

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement

disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### J. DRUG AND ALCOHOL FREE WORKPLACE

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

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
  - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
      - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
      - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse

- offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

#### K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

##### I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic \_\_\_ ) (foreign \_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: Address: \_\_\_ .  
(If not applicable, so state).
- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### L. CONTINGENT FEES

##### I FURTHER AFFIRM THAT:

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

#### M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

# ATTACHMENT C—Contract Affidavit

## A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

## B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:\_\_\_\_\_

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

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

## C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date:\_\_\_\_\_ By:\_\_\_\_\_ (Authorized Representative and Affiant)

**ATTACHMENT D TO SOLICITATION**  
**STATE OF MARYLAND**  
**DEPARTMENT OF BUDGET & MANAGEMENT**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**PURPOSE**

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

**DEFINITIONS**

As used in this Exhibit, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
  - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
  - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

*Note:* A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must be** certified in order to have its contract participation counted under the Department’s MBE program.

**MBE GOALS AND SUB-GOALS**

An overall MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.
- A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

### SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer a completed MBE Utilization and Fair Solicitation Affidavit (ATTACHMENT A) whereby the bidder or offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process. **If a bidder or offeror fails to submit this affidavit, the Department may deem the bid or offer non-responsive.**
  
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. **If the apparent awardee fails to return each completed document within the required time, the award is voidable.**
  - (1) Outreach Efforts Compliance (ATTACHMENT B)
  - (2) MBE Participation Schedule (ATTACHMENT C)
  - (3) Subcontractor Project Participation Statement (ATTACHMENT D)
  - (4) In the rare event that the apparent awardee believes a waiver is necessary of the overall MBE goal or of any sub-goal by MBE classification, it may submit a waiver request that complies with COMAR 21.11.03.11 in the place of the MBE Participation Schedule.
  - (5) Any other documentation required by the Department's MBE Liaison to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

### CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

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

**ADDITIONAL ATTACHMENTS TO**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS**

**ATTACHMENT D-1** - *Certified MBE Utilization and Fair Solicitation Affidavit* (must be submitted with bid or offer)

**ATTACHMENT D-2** - *Outreach Efforts Compliance* (must be submitted within 10 working days of notification of apparent award)

**ATTACHMENT D-3** - *MBE Participation Schedule* (must be submitted with Attachment D-2)

**ATTACHMENT D-4** - *Subcontractor Project Participation Statement* (must be submitted with Attachment D-2)

**ATTACHMENT D-5** - Maryland Department of Budget and Management Minority Business Enterprise Participation – Prime Contractor Unpaid MBE Invoice Report

**ATTACHMENT D-6** - Maryland Department of Budget and Management Minority Business Enterprise Participation – Subcontractor Payment Report



ATTACHMENT D-1

**CERTIFIED MBE UTILIZATION  
AND FAIR SOLICITATION**

**AFFIDAVIT**

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800405, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent. I commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in the MBE Participation Exhibit within 10 working days of receiving notice of the potential award or from the date of actual award, whichever is earlier. If I fail to do so, I understand any apparent award will be deemed voidable.
3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

## ATTACHMENT D-2

### **OUTREACH EFFORTS COMPLIANCE**

### **STATEMENT**

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800405, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
5.  Bidder/Offeror did/did not attend the pre-bid conference  
 No pre-bid conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

By: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**ATTACHMENT D-3**

**MBE PARTICIPATION**  
**SCHEDULE**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

MBE Firms Total Dollar Amount Overall \$ \_\_\_\_\_  
 MBE Firms Total Percentage Overall \_\_\_\_\_ %  
 African American MBE Dollar Amount \$ \_\_\_\_\_  
 African American MBE Percentage \_\_\_\_\_ %  
 Women MBE Dollar Amount \$ \_\_\_\_\_  
 Women MBE Percentage \_\_\_\_\_ %

List Additional MBE Subcontractors Or Provide Any Additional Comments on Separate Paper.

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

**ATTACHMENT D-4**

**SUBCONTRACTOR PROJECT PARTICIPATION**

**STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the State contract in  
(Prime Contractor Name)

conjunction with Solicitation No. \_\_\_\_\_, it and \_\_\_\_\_,  
(Subcontractor Name )

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which Subcontractor shall:

(describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Prime Contractor Signature

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Signature

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**ATTACHMENT D-5**  
**Maryland Department of Budget and Management**  
**Minority Business Enterprise Participation**

This form is to be completed monthly by the MBE contractor.

**Prime Contractor Unpaid MBE Invoice Report**

Report _____ Month/Year _____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	Contract # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		

Subcontractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		

Subcontractor Services Provided: List any unpaid invoices over 30 days old received from this vendor and reason for non-payment
1.
2.
3.
Total Amount Unpaid: \$ _____

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

Return one (1) copy of this form to each of the following addresses:

Department of Budget and Management Office of Information Technology ATTN: PMO Office 45 Calvert Street, 4 <sup>th</sup> Floor Annapolis, MD 21401	MBE Liaison Officer Department of Budget and Management Procurement Unit, Room 113 45 Calvert Street Annapolis, MD 21401
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D-6**  
**Maryland Department of Budget and Management**  
**Minority Business Enterprise Participation**

This form is to be completed monthly by the MBE contractor.

**Subcontractor Payment Report**

Report _____ Month/Year _____  <p style="text-align: center;"><b>Report Due By the 15<sup>th</sup> of the following Month.</b></p>	Contract # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	---

MBE Subcontractor Name:		
MDOT Certification #		
Contact Person		
Address:		
City	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<b>List all payments received from Prime Contractor in the preceding 30 days.</b> 1.  2.  3.  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any outstanding invoices.</b> 1.  2.  3.  <b>Total Dollars Unpaid: \$</b> _____	
Prime Contractor Name:		Contact Person:

Return one (1) copy of this form to each of the following addresses:

Department of Budget and Management Office of Information Technology ATTN: PMO Office 45 Calvert Street, 4 <sup>th</sup> Floor Annapolis, MD 21401	MBE Liaison Officer Department of Budget and Management Procurement Unit, Room 113 45 Calvert Street Annapolis, MD 21401
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT E**  
**PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. 050R4800405**  
**STATE OF MARYLAND MICROWAVE AND ANCILLARY EQUIPMENT**

A Pre-Proposal Conference will be held at 1:30 PM, on August 16, 2004, at 301 West Preston Street, Baltimore, MD, Room L1. Please return this form by August 13, 2004 advising whether or not you plan to attend.

**For directions to the meeting site, you may contact Robert Krysiak at 410-260-7179.**

Return or fax this form to the Procurement Officer:

Xxxxx Xxxxx  
Department of Budget & Management  
Procurement Unit, Room #111  
45 Calvert Street  
Annapolis, MD 21401  
Fax # (410) 974-3274

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT F**  
**FINANCIAL PROPOSAL FORM INSTRUCTIONS**

1. In order to assist Offerors in the preparation of their Financial Proposals and to comply with the requirements of this solicitation, Attachment F - Financial Proposal Form Instructions and Proposed Price Form Sheets F-1 F2, and F-3 have been prepared. Offerors must submit their Financial Proposals on these forms in accordance with the instructions on the forms and as specified herein. ***Offerors must prepare a complete set of forms for each Manufacturer's Product Line being offered and submit each set separately.***

2. The Financial Proposal Forms F-1, F-2 and F-3 are to be completed, signed and dated by an individual who is authorized to bind the Offeror to all prices and discounts offered. Enter all information in the spaces provided.

3. All criteria included in these forms, i.e., the estimated quantity or amounts for various items shown on the forms, are for price evaluation purposes only. The State reserves the right, at its sole discretion, to purchase in different quantities than those referenced in the proposed price forms. The State reserves the right, at its sole discretion, not to purchase any equipment or service proposed under this RFP.

4. Offerors must record the required information on each table as follows:

- a. Sheet F-1 – Microwave Equipment Licensed - Select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.

For the purpose of price evaluation & comparison only, Column B contains a “model” dollar value. The actual purchases by the State will vary and no guarantee of any purchases is made or implied by this number. In Column C, record *in decimals* the discount from the respective MSRP for the purchase of any proposed equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.

In Column D, record the results of multiplying Column B by (1.00 minus Column C), which is the Total Price offered for the purchase of the proposed equipment on a delivered basis. Add each of the discounted prices recorded under I thru VII and list the sum in Total D – I thru VII. The “Total Price Proposed” for each Product Line entered on this Sheet F-3 Product Summary Form will be the basis for the Financial evaluation.

- b. Sheet F-2 — Microwave Equipment Unlicensed - Select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.

For the purpose of price evaluation & comparison only, Column B contains a “model” dollar value. The actual purchases by the State will vary and no guarantee of any purchases is made or implied by this number. In Column C, record *in decimals* the discount from the respective MSRP for the purchase of any proposed equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.

In Column D, record the results of multiplying Column B by (1.00 minus Column C), which is the Total Price offered for the purchase of the proposed equipment on a delivered basis. Add each of the discounted prices recorded under I thru VII and list the sum in Total D – I thru VI. The “Total



Price Proposed” for each Product Line entered on this Sheet F-3 Product Summary Form will be the basis for the Financial evaluation.

- c. Sheet F-3 Microwave Ancillary Equipment - Select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.

For the purpose of price evaluation & comparison only, Column B contains a “model” dollar value. The actual purchases by the State will vary and no guarantee of any purchases is made or implied by this number. In Column C, record *in decimals* the discount from the respective MSRP for the purchase of any proposed equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.

In Column D, record the results of multiplying Column B by (1.00 minus Column C), which is the Total Price offered for the purchase of the proposed equipment on a delivered basis. Add each of the discounted prices recorded under I thru VII and list the sum in Total D – I thru VII. The “Total Price Proposed” for each Product Line entered on this Sheet F-3 Product Summary Form will be the basis for the Financial evaluation.

6. It is imperative that the prices and percentages included on Attachment F pages have been entered correctly and calculated accurately by the offeror and that the respective totals agree with the entries on the forms. Any incorrect entries or inaccurate calculations by the offeror will be treated as provided in COMAR 21.05.02.12.