

Request for Proposals

MICROWAVE AND ANCILLARY EQUIPMENT and SERVICES

PROJECT NO. 060B0400006



DEPARTMENT OF
INFORMATION TECHNOLOGY

Issue Date: February 9, 2010

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this Contract, please email this completed form to Edward.Bannat@doit.state.md.us.

Title: **Microwave and Ancillary Equipment and Services**
Project No: **060B0400006**

1. If you have responded with a "no proposal", 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.
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of the proposals is insufficient.
 - () Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - () Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

RFP Title:	Microwave and Ancillary Equipment and Services
RFP Number:	060B0400006
RFP Issue Date:	February 9, 2010
Closing Date and Time:	March 11, 2010 2:00 P.M., Local Time
RFP Issuing Agency:	Department of Information Technology Strategic Planning Information Technology Procurement Office
Send Questions to:	Edward Bannat Edward.Bannat@doit.state.md.us Office Phone Number: 410-260-7662
Procurement Officer:	Edward Bannat Edward.Bannat@doit.state.md.us Office Phone Number: 410-260-7662
Proposals are to be sent to:	Maryland Department of Information Technology 45 Calvert Street, Room 445 Annapolis, MD 21401 Attention: Edward Bannat
Contract Manager:	Edward Bannat Edward.Bannat@doit.state.md.us Office Phone Number: 410-260-7662
Contract Duration:	Five Years
Pre-Proposal Conference:	February 25, 2010; 2:00 pm 45 Calvert Street Annapolis, MD Room 164

NOTE

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

Table of Contents

SECTION 1 - GENERAL INFORMATION..... 1

1.1 SUMMARY STATEMENT 1

1.2 BACKGROUND 1

1.3 ABBREVIATIONS AND DEFINITIONS..... 2

1.4 MASTER CONTRACT TYPE 3

1.5 MASTER CONTRACT DURATION 3

1.6 PROCUREMENT OFFICER..... 3

1.7 CONTRACT MANAGER 4

1.8 PRE-PROPOSAL CONFERENCE 4

1.9 EMARYLAND MARKETPLACE (EMM) FEE 4

1.10 QUESTIONS 5

1.11 PROPOSALS DUE (CLOSING) DATE..... 5

1.12 DURATION OF OFFER 5

1.13 REVISIONS TO THE RFP 5

1.14 CANCELLATIONS; DISCUSSIONS..... 6

1.15 INCURRED EXPENSES 6

1.16 ECONOMY OF PREPARATION 6

1.17 PROTESTS/DISPUTES 6

1.18 MULTIPLE OR ALTERNATIVE PROPOSALS 6

1.19 PUBLIC INFORMATION ACT NOTICE..... 6

1.20 OFFEROR RESPONSIBILITIES 7

1.21 MANDATORY CONTRACTUAL TERMS 7

1.22 PROPOSAL AFFIDAVIT..... 7

1.23 CONTRACT AFFIDAVIT..... 7

1.24 MINORITY BUSINESS ENTERPRISES..... 7

1.25 SMALL BUSINESS RESERVE 8

1.26 ARREARAGES..... 8

1.27 PROCUREMENT METHOD 8

1.28 VERIFICATION OF REGISTRATION AND TAX PAYMENT 9

1.29 FALSE STATEMENTS 9

1.30 NON-VISUAL ACCESS 9

1.31 PAYMENTS BY ELECTRONIC FUNDS TRANSFER..... 10

1.32 CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES 10

1.33 MERCURY AND PRODUCTS THAT CONTAIN MERCURY 10

1.34 CONFLICT OF INTEREST 10

1.35 LIVING WAGE REQUIREMENT 10

1.36 PROMPT PAY..... 11

SECTION 2 – SCOPE OF WORK 12

2.1 SCOPE 12

2.2 GENERAL REQUIREMENTS 12

2.3 FUNCTIONAL AREA I- LICENSED MICROWAVE RADIOS, ANCILLARY EQUIPMENT, TEST
EQUIPMENT AND INSTALLATION SUPPLIES..... 14

2.4 FUNCTIONAL AREA II - UNLICENSED MICROWAVE COMMUNICATIONS EQUIPMENT.
ANCILLARY EQUIPMENT, TEST EQUIPMENT AND INSTALLATION SUPPLIES 14

2.5	FUNCTIONAL AREA III –INSTALLATION, REPAIR AND PREVENTATIVE MAINTENANCE SERVICES AND MANUFACTURER’S EXTENDED WARRANTY	14
2.6	WARRANTY	16
2.7	PROCEDURE FOR ADDING A MANUFACTURER’S PRODUCT LINE.....	16
2.8	PORFP PROCEDURES	17
2.9	ORDER PROCESSING PROCEDURE	18
2.10	INSURANCE REQUIREMENTS	18
2.11	INVOICING	18
2.12	MATERIAL COSTS	19
2.13	PERSONNEL QUALIFICATIONS (FUNCTIONAL AREA III).....	19
2.14	LABOR CATEGORIES AND QUALIFICATIONS.....	20
2.15	TRAVEL REIMBURSEMENT	23
SECTION 3 – PROPOSAL FORMAT		24
3.1	TWO PART SUBMISSION	24
3.2	PROPOSALS	24
3.3	SUBMISSION.....	24
3.4	VOLUME I – TECHNICAL PROPOSAL.....	24
3.5	VOLUME II - FINANCIAL PROPOSAL	27
SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE		28
4.1	EVALUATION CRITERIA	28
4.2	TECHNICAL CRITERIA	28
4.3	FINANCIAL CRITERIA	28
4.4	RECIPROCAL PREFERENCE	28
4.5	SELECTION PROCEDURES	28
ATTACHMENT A – MICROWAVE AND ANCILLARY EQUIPMENT AND SERVICES CONTRACT..		30
ATTACHMENT B - BID/PROPOSAL AFFIDAVIT.....		40
ATTACHMENT C – COMAR 21.07.01.25 CONTRACT AFFIDAVIT		46
ATTACHMENT D – PRICE PROPOSAL FORMS AND INSTRUCTIONS		47
ATTACHMENT E- PRE-PROPOSAL CONFERENCE RESPONSE FORM.....		52
ATTACHMENT F - PRE-PROPOSAL CONFERENCE DIRECTIONS – 060B0400006		53
ATTACHMENT G – MINORITY BUSINESS ENTERPRISE PARTICIPATION		54
ATTACHMENT H - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE		68
ATTACHMENT I – MERCURY AFFIDAVIT.....		69

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Information Technology (DoIT) is issuing this Request for Proposals (RFP) to procure Microwave and Ancillary Equipment, Installation and Training services and Manufacturer's Extended Warranty, for the State of Maryland. Through the Master Contracts awarded as a result of this solicitation, the State will have a flexible means of obtaining these products and services, quickly, efficiently and cost effectively by issuing Purchase Order Requests for Proposals (PORFP's) specific to its needs.
- 1.1.2 The scope of this solicitation encompasses three functional areas as follows:
- Functional Area I – Licensed Microwave Radios, ancillary equipment, test equipment and installation supplies
- Functional Area II- Unlicensed Microwave Radios, ancillary equipment, test equipment and installation supplies
- Functional Area III- Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty
- 1.1.3 DoIT intends to award a Master Contract to an unlimited number of Offerors that are authorized by the Manufacturer or Distributor to sell the proposed products and services, and determined by the State to be qualified. Offerors may propose to Functional Areas I, II or III, or any combination thereof as specified in Section 2.
- 1.1.4 Each request for Equipment and Installation, Repair and Preventive Maintenance Services, throughout the term of the Master Contract, will be issued and summarized by the Requesting Agency in a PORFP. A Master Contractor/Manufacturer Product matrix for the Equipment will be established and maintained by DoIT. All Offerors awarded a Master Contract for that specific Manufacturer's Products and/or services for which the PORFP has been issued will be invited to compete for the award. Based upon PORFPs issued by the State, a Master Contractor will be selected to provide the requested Equipment and/or Services. A Purchase Order (PO) will then be issued by the Requesting Agency to the selected Master Contractor, which will bind the Master Contractor to the terms of the PORFP response, including the price. Master Contractors may add Manufacturers' Products and/or services from time to time throughout the life of the Master Contract by submitting Letters of Authorization from the Manufacturer or Distributor of the Equipment in accordance with the procedure set forth in Section 2.7. Neither a PORFP, nor a PO, may, in any way, conflict with or supersede the Master Contract.

1.2 Background

- 1.2.1 The current Microwave and Ancillary Equipment contract providing for the purchase of equipment is scheduled to expire April 30, 2010. As of January, 2010, purchases were executed under the contract totaling approximately \$5,000,000. The contract did not include services.

1.3 Abbreviations and Definitions

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

- a. Agency Point of Contact (Agency POC) – Requesting Agency contact listed in a PORFP
- b. COMAR – Code of Maryland Regulations, available on-line at www.dsd.state.md.us
- c. Distributor –First tier agent authorized by the requisite parties that own rights to the Equipment, to sell and/or service the Equipment.
- d. Fixed-price PORFP – A PORFP which places responsibility on the Master Contractor for the delivery of the Equipment or the complete performance of the services in accordance with the PORFP at a price that may be firm or may be subject to contractually specified adjustments.
- e. Fixed Hourly Labor Category Rates – Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the Master Contractor to perform services required in a PORFP.
- f. Fully Loaded – The inclusion in labor category billing rates of all profit, direct and indirect costs associated with performing services required in a PORFP. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to services required in a PORFP. Non-routine travel costs will be identified in a PORFP, when appropriate.
- g. Installation – Expertise, labor and materials to plan for, install and maintain microwave radios and ancillary equipment.
- h. Letter of Authorization – A document issued by the Manufacturer or Distributor authorizing the Offeror/Master Contractor to sell and/or provide services for the Manufacturer’s Product line.
- i. Local Time - Time in the Eastern Time zone as observed by the State of Maryland.
- j. Master Contract – The Contract between each of the Offerors determined technically capable of performing the requirements of this RFP and the State
- k. Master Contractor – An Offeror who is awarded a Master Contract under this RFP
- l. MSRP- Manufacturer’s Suggested Retail Price
- m. MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
- n. Offeror – An entity that submits a proposal in response to this RFP

- o. Purchase Order (PO) – Authorizes the selected Master Contractor to proceed with delivery of products and/or any services requested via a PORFP
- p. POC – Point of Contact
- q. Proposal-Master Contractor’s response to a PORFP issued by the State
- r. Request for Proposals (RFP) – This RFP for the Maryland Department of Information Technology, Project Number 060B0400006, dated January ##, 2010, including any amendments.
- s. Purchase Order Request for Proposals (PORFP) - A request by the Requesting Agency for the proposal of the required Equipment, Installation and Training services and/or Manufacturer’s Extended Warranty.
- t. Requesting Agency – The unit of the Executive Branch of Maryland State government issuing the PORFP
- u. SBR – Small Business Reserve – A procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended. See Section 1.25 for details.

1.4 Master Contract Type

The Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.05 and 06. Fixed Price (FP) and Labor Hour PORFPs will be issued under the Master Contract as described in each respective PORFP, as appropriate to the type of products and/or services being requested.

1.5 Master Contract Duration

The term of this Contract shall be for a period of about five (5) years, beginning on or about May 1, 2010 and will terminate on April 30, 2015.

1.6 Procurement Officer

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

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

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

1.7 Contract Manager

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

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

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

1.8 Pre-Proposal Conference

Due to the anticipated interest in this RFP, seating at the pre-proposal conference will be limited to two (2) attendees per company. **DoIT recommends that attendees bring a copy of the RFP and a business card to help facilitate the registration process.**

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.

The pre-proposal conference will be summarized. As promptly as is feasible subsequent to the pre-proposal conference, a summary of the pre-proposal conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. The information will also be posted on eMaryland Marketplace and the Department's websites.

In order to assist with attaining adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) to the attention of Mr. Edward Bannat at Edward.Bannat@doit.state.md.us no later than 1:00 PM on February 22nd. Although every attempt will be made to provide adequate seating, seating is not guaranteed. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than 1:00 PM on February 22nd. DoIT will make reasonable efforts to provide such special accommodation.

1.9 eMaryland Marketplace (eMM) Fee

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

A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com.

In order to receive a Contract award, an Offeror must be registered on eMM.

1.10 Questions

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

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

1.11 Proposals Due (Closing) Date

An unbound original and two (2) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on March 11, 2010 in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, March 11, 2010 at 2:00 PM (local time) will not be considered.

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

1.12 Duration of Offer

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

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted

on the DOIT Procurement web page and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

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

1.14 Cancellations; Discussions

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

1.15 Incurred Expenses

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

1.16 Economy of Preparation

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

1.17 Protests/Disputes

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

1.18 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting proposals for more than one functional area is not considered a multiple or alternate proposal.

1.19 Public Information Act Notice

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

Offerors are advised the State intends to publish the prices in Attachment D-3 (Price Sheet for FAIII) on a public web site; accordingly, Offerors may not identify the information in Attachment D-3 as

confidential or proprietary in their price proposal. The State understands this restriction may affect the quoted labor rates but Offerors are cautioned to not overcompensate with unusually high prices.

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

1.20 Offeror Responsibilities

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

1.21 Mandatory Contractual Terms

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

1.22 Proposal Affidavit

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

1.23 Contract Affidavit

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

1.24 Minority Business Enterprises

A minimum overall MBE subcontractor participation goal of 25% has been established for Master Contracts awarded pursuant to this RFP only under Functional Area III—Installation, Repair and Preventive Maintenance Services. The State shall assess the potential for an MBE subcontractor participation goal, including sub goals, if applicable, for each PORFP issued under Functional Area III of the RFP, and shall set a goal, if appropriate. Such goal would apply only to the Functional Area III portion of such PORFP.

Each Offeror that includes in its proposal a response to provide Functional Area III services, shall complete, sign and submit Attachment G-1A (Offeror Acknowledgement of MBE Participation Commitment), at the time it submits its technical response to this RFP. Failure of a Functional Area III Offeror to complete, sign, and submit Attachment G-1A (Offeror Acknowledgement of MBE

Participation Commitment) at the time it submits its technical response to this RFP, will result in the State's rejection of the Offeror's Proposal to the RFP for Functional Area III.

MBE requirements for Functional Area III are specified in Attachment G of this RFP. The Master Contractor when submitting a PORFP for Functional Area III – Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty, must complete and submit Attachment G-1 (MBE Utilization and Fair Solicitation Affidavit) and Attachment G-2 (MBE Participation Schedule). All subcontractors named by the Master Contractor as part of its PORFP MBE participation plan must be MBE-certified.

Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its response to the PORFP may result in the State's rejection of the Contractor's response to the PORFP.

A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone number is 410-865-1269. The directory is also available at <http://www.mdot.state.md.us>. The most current and up-to-date information on Minority Business Enterprises is available via this website.

1.25 Small Business Reserve

The State reserves the right to designate any PORFP issued pursuant to this RFP as a Small Business Reserve PORFP. The Requesting Agency for an SBR PORFP must be a "designated procurement unit" pursuant to §14-501(b) of the State Finance and Procurement Article of the Maryland Annotated Code as amended from time to time. In the event a PORFP is designated a Small Business Reserve PORFP, the PO awarded hereunder may only be awarded to a Contractor that is a certified small business, that meets the statutory qualifications of a Small Business as defined in §14-501(c), Annotated Code of Maryland, and is registered with the Department of General Services Small Business Reserve Program.

Throughout the term of the Master Contract, Contractors qualified under the Small Business Reserve, shall notify the State CM of any change in status. Should a Contractor become certified through the Small Business Reserve after award of a Master Contract, that Contractor shall notify the State CM and provide the State CM with its DGS-assigned Small Business Qualification number.

1.26 Arrearages

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

1.27 Procurement Method

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

1.28 Verification of Registration and Tax Payment

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

1.29 False Statements

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

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

1.30 Non-Visual Access

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

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

1.31 Payments by Electronic Funds Transfer

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

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

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

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

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

1.33 Mercury and Products That Contain Mercury

This solicitation and resulting master contract requires that all materials used in the performance of the Contract and subsequent Task Order Agreements and Small Work Orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit with its proposal found at Attachment I.

1.34 Conflict of Interest

The successful Offeror(s) will provide Equipment and associated equipment services for State agencies, or component programs with those agencies and must do so impartially and without any conflicts of interest. Contractors will be required to complete a Conflict of Interest Affidavit with each Proposal submitted in response to a PORFP. A copy of this Affidavit is included as Attachment H of this RFP. If the Procurement Officer makes a determination before award of a PO pursuant to a respective PORFP that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Proposal under COMAR 21.06.02.03B.”

1.35 Living Wage Requirement

A solicitation for services under a State contract valued at \$100,000 or more may be subject to SFP Title 18. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment H entitled Living Wage Requirements for Service Contracts). Each qualifying task order will be subject to the Living Wage Law. **A Master Contractor responding to a TORFP will be required to submit and complete the Living Wage Affidavit with its response to each TORFP (Attachment I). If a Master Contractor fails to submit and complete the Living Wage Affidavit of Agreement with its response to a PORFP, the State may determine the Master Contractor to be not responsible.** Each Task Order stands alone.

Master Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the TO Agreement are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total TO Agreement value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located. The tier determination will be made at the Task Order level.

1.36 Prompt Pay

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

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

SECTION 2 – SCOPE OF WORK

2.1 Scope

The scope of this solicitation encompasses the following four functional areas. Manufacturer's Warranty is included with Functional Areas I and II.

Functional Area I - Licensed Microwave Radios, ancillary equipment, test equipment and installation supplies

Functional Area II - Unlicensed Microwave Radios, ancillary equipment, test equipment and installation supplies

Functional Area III - Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty

2.2 General Requirements

Depending upon the requirements of PORFP, the following shall apply:

2.2.1 Required Project Policies, Guidelines and Methodologies:

The Master Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting IT projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. These may include, but are not limited to:

- A) The State's System Development Life Cycle methodology at <http://doit.maryland.gov/policies/Pages/sdlc.aspx>
- B) The State Information Technology Security Policies and Standards at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- C) The State of Information Technology Project Oversight at <http://doit.maryland.gov/policies/Pages/ProjectOversight.aspx>
- D) The State of Maryland Enterprise Architecture at <http://doit.maryland.gov/policies/Pages/EntArch.aspx>
- E) The Master Contractor shall follow the project management methodologies that are consistent with the Project Management Institutes Project Management Body of Knowledge Guide. Contractor's staff and subcontractors are to follow a consistent methodology for all PORFP activities.

2.2.2 Master Contractors shall have a Manufacturer's or Distributor's Letter of Authorization signed by the Manufacturer for each Manufacturer product line offered to sell and/or provide services for the specified Manufacturer's product line. The signed Letter(s) of Authorization at

Contract start date shall be those submitted in accordance with RFP Section 3.4.2.3. Adding product lines shall be as described in RFP Section 2.7.

2.2.3 Master Contractors shall refund to the State within 30 calendar days of receipt of any returned radio or communications equipment, the purchase price of the returned equipment, including shipping costs. The State shall not be charged restocking fees.

2.2.4 (FAI and FAII) Delivery Requirements. For each PORFP, Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP) to any State contract eligible customer located within the State's boundaries. All equipment is to be delivered, prepaid, to the location specified in a PORFP within 10 business days from the date of receipt of the PO. All proposed prices will include delivery within 10 business days from the date of receipt of the PO. A PORFP may specify a delivery time frame, expressed in days from receipt of the PO. If a PORFP specifies a delivery time frame of less than 10 business days, it will be considered an "Expedited Delivery" and subject to 2.2.4.1. If a PORFP specifies delivery in greater than 10 business days from receipt of the PO, all proposed prices will include delivery within the specified time frame.

2.2.4.1 Expedited Delivery: If a PORFP specifies a delivery time frame of less than 10 business days, a Master Contractor may include as a separate distinct charge the cost of the expedited delivery in their proposal. Failure to meet a PORFP committed delivery date could result in an order cancellation and other possible consequences allowed under the contract depending on the circumstances.

2.2.4.2 Title shall not pass until the shipment reaches the destination. The equipment belongs to the seller while in transit.

2.2.5 Only Master Contractors, authorized by the manufacturer or distributor of the equipment, may provide equipment, services or maintenance.

2.2.6 For new installations where the agency provides the equipment, either new or used, Master Contractors shall be responsible for providing all necessary supporting hardware (connectors, cabling, etc.) to ensure a fully operational system.

2.2.7 Installation, repair and maintenance services shall be performed by the Master Contractor in accordance with the equipment manufacturer's instructions, standard industry practices and specifications in a PORFP.

2.2.7.1 Depending on the circumstances, these services may require an expedited response. All Master Contractors must commit to provide a two-hour emergency response, when required. It is expected that work will be performed during normal working hours. Normal working hours are defined as 8 to 5, Monday through Friday, except on State holidays.

2.2.7.2 For any work performed outside of normal hours (overtime, weekends and holidays), Master Contractors shall be allowed to charge prices for no more than the premium rates in Attachment D-3 as submitted in their Financial Proposals. Work performed within normal working hours shall be charged at no more than the standard rates submitted in their Financial Proposals.

2.3 Functional Area 1- Licensed Microwave Radios, ancillary equipment, test equipment and installation supplies

INCLUDES BRAND OR GENERIC NAME EQUIPMENT BUT NOT LIMITED TO:

- a. FCC approved microwave radio equipment to include, but not limited to: 6, 11, 18, 23 or 80 GHz.
- b. Equipment in non-protected/protected and all indoor/split mount configurations.
- c. Interfaces to include, but not be limited to: 1-32 T1, DS3, Gigabit Ethernet, Fast Ethernet, and SONET.
- d. Time Division Multiplexing (TDM) or pure Ethernet technologies with capacities of one (1) T1 through Gigabit Ethernet.
- e. Access to the Manufacturer's full product line and access to the Manufacturer's current firmware updates, patches, fixes and software upgrades.
- f. Standard two year warranty on licensed microwave radio parts.
- g. Antennas, RF line/connectors, dehydrators, direct current power supplies, Uninterruptible Power Supplies (UPS), equipment racks, battery back up systems, multiplexers (optical and copper), patch panels/cross connect panels, fuse panels, Channel Banks, digital cross connect shelves, environmental monitoring systems, equipment monitoring systems, RF line test equipment, frequency counters, digital or analog voltmeters, power Meters, hand tools, specialty telecommunications tools, telecommunication installation supplies (copper wire, Equipment, fuses, copper lugs).

2.4 Functional Area II - Unlicensed Microwave Communications Equipment. ancillary equipment, test equipment and installation supplies

INCLUDES BRAND OR GENERIC NAME EQUIPMENT BUT NOT LIMITED TO:

- a. FCC approved microwave radio equipment to include, but not limited to: 900 Mhz, 2.4, 4.9, 5.8 or 60 GHz.
- b. TDM or pure Ethernet technologies with capacities of one (1) T1 through Gigabit Ethernet.
- c. Access to the manufacturer's full product line and access to the manufacturer's current firmware updates, patches, fixes and software upgrades.
- d. Antennas , RF line/connectors, dehydrators, direct current power supplies, Uninterruptible Power Supplies (UPS), equipment racks, battery back up systems, multiplexers (optical and copper), patch panels/cross connect panels, fuse panels, Channel Banks, digital cross connect shelves, environmental monitoring systems, equipment monitoring systems, RF line test equipment, frequency counters, digital or analog voltmeters, power Meters, hand tools, specialty telecommunications tools, telecommunication installation supplies (copper wire, Equipment, fuses, copper lugs).

2.5 Functional Area III –Installation, Repair and Preventative Maintenance Services and Manufacturer's Extended Warranty

Services under Functional Area III may include, but are not limited to:

- 2.5.1 Installation and Repair
 - Equipment installation

- Removal and reinstallation of equipment
- Preventive, routine and emergency repair and maintenance of equipment
- Design, integration, training and optimization services

2.5.2 Preventive Maintenance

Preventive maintenance shall be performed by the Master Contractor in accordance with manufacturer's specifications.

The minimum preventive maintenance routine will include assurance that equipment is within the limits of the manufacturer's specifications, and that "wear" items have been properly serviced, tightened, lubricated, etc., as required by good technical practices and the manufacturer's recommendations.

Examples of services include but are not limited to:

- Preventive, routine and emergency repairs of all equipment, including the interfaces between equipment.
- Determining the source of faults within an affected system which are attributable to other systems, and initiating a response to such problems through notification of the using agency.
- Maintenance of the equipment in the condition existing, as of the date of the NTP for any awarded PORFP.

Examples of design, integration, training and optimization services include but are not limited to:

- Expansion
- Program review
- Compliance with licensing regulations
- Requirements gathering
- Design review
- Change management
- Maintenance operations training

2.5.3 Manufacturer's Extended Warranty Service may be purchased in conjunction with or separately from Functional Areas I and II, at any time. Only Master Contractors authorized by the Manufacturer or Distributor of the Equipment may provide Manufacturer's Warranty Services. Manufacturer's Warranty Service shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards.
- Direct access to experienced consultants of the Equipment.
- Flexible service options including telephone or e-mail support.
- Timely problem resolution of reported discrepancies.
- Remote technical support.
- Online self-help functions.
- On site warranty.
- Replacement parts.
- Survey and configuration of equipment to manufacturer and FCC specifications.

- Repair of equipment.

2.6 Warranty

Master Contractors shall provide the Manufacturer's Warranty with their response to a PORFP for Functional Areas I and II. Master Contractors shall be responsible for coordinating warranty issues. On-site warranty will begin upon acceptance of the equipment and/or services by the Requesting Agency. Acceptance will be defined in the PORFP as either receipt or installation. On-site warranty means the Master Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required at no additional cost to the Requesting Agency during the manufacturer's warranty period. The Requesting Agency has the discretion of dealing directly with the Manufacturer on any Warranty issue. Upgraded Warranty requirements shall be defined in the PORFP by the Requesting Agency.

All defective 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 24 hour on-site maintenance and repair services in cases where phone support cannot solve the problem. If the products were provided under the installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the agency solicitation. If the equipment was provided without installation, the Master Contractor, at its option and at no additional cost to the State, may provide on-site service or next-day drop ship replacements for the Requesting Agency to install.

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 of:

- a. The notice of completion of installation from the contractor, or
- b. The delivery of equipment supplied without installation; and prior to acceptance and payment for each item installed or delivered. The State does not assume ownership for equipment, nor do warranty periods begin, until the using State Agency point of contact accepts the Contractor's product and work as fully operational.

2.7 Procedure for Adding a Manufacturer's Product Line

Each Master Contractor, in a Functional Area, may add additional Manufacturer Product Lines, in that Functional Area, throughout the life of the Equipment Master Contract. To add a Manufacturer product line, a Master Contractor must submit a Letter of Authorization from the Manufacturer or Distributor for each new product line proposed. Once the Letter of Authorization has been confirmed by DoIT, the Manufacturer product line will be added to that Master Contractor's list of product lines available.

Requests to add new product lines, with the required Letters of Authorization, shall be submitted to the CM for consideration by the 10th business day of each month. Approved requests will be added to the Manufacturer/Master Contractor matrix by the first business day of the following month.

2.8 PORFP Procedures

2.8.1 PORFP Content

The Agency POC will submit a PORFP to all Master Contractors authorized to sell the manufacturer product line requested. When generic specifications are used, a PORFP will be sent to all master contractors for all manufacturers in a Functional Area. As an example, each PORFP may contain the following information:

- a. Requesting Agency
- b. Agency POC
- c. Description of the required Equipment
- d. Delivery requirements
- e. Invoicing instructions
- f. Required date for submission of proposal
- g. Installation requirements (if applicable)
- h. Training requirements (if applicable)
- i. Type of PORFP (Fixed Price or Time and Materials)
- j. Manufacturer's Warranty Service requirements (if applicable)
- k. Performance period
- l. Warranty
- m. Security requirements (if applicable)

2.8.2 PORFP Submission Requirements

Upon receipt of a PORFP, each Master Contractor shall, no later than the PORFP due date and time, either prepare and submit a detailed proposal, or provide a PORFP Feedback Form explaining why they do not intend to submit a Proposal. As an example, the Proposal may provide the following:

- a. Explanation of how the Master Contractor intends to meet the requirements of the PORFP
- b. Description of the proposed Equipment
- c. Transportation and delivery schedule
- d. Installation services provided and schedule (if applicable)
- e. Manufacturer's Warranty Services provided (if applicable)
- f. Training Services provided and schedule (if applicable)
- g. Guarantee that any operating software included will be virus free
- h. A statement that the Master Contractor is authorized by the Manufacturer or Distributor to provide the Equipment and/or services as of the date of the response
- i. Subcontractors, if any, including required letters of authorization
- j. Proposed price
- k. Captured Equipment Manufacturer or Equipment Distributor screen shot of current MSRP as of the date of the PORFP proposal submission. Subject to the approval of the State of Maryland, a comparable substitute directly from the Equipment Manufacturer or other Equipment Distributor may be acceptable.

2.8.3 Procedure for Awarding a PORFP

Evaluation criteria for award will be established at the PORFP level. PORFPs will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03. The Agency POC will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the PORFP. The Agency POC will initiate and deliver a PO to the selected Master Contractor.

2.8.4 Delivery of Equipment and Services

Delivery of Equipment, Installation and/or Training services and Manufacturer's Warranty Services, shall be initiated only upon issuance of a PO authorized by the Requesting Agency.

2.9 Order Processing Procedure

2.9.1 The Master Contractor shall provide the order processing procedure (see RFP Section 3.4.2.4) necessary to demonstrate how they will perform the requirements in a PORFP. The Master Contractor is expected to establish a project organization/office to provide overall management of the Contract work. The Master Contractor shall manage dedicated personnel, and all subcontractors.

2.9.2 The Master Contractor shall designate a primary POC, who will be responsible for the response to any PORFPs and overall price, schedule, and technical performance. This individual will be the principal POC throughout the duration of the Master Contract.

2.10 Insurance Requirements

2.10.1 The Master Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Master Contractor action or inaction in the performance of the contract by the Master Contractor, its agents, servants, employees or subcontractors.

2.10.2 The Master Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State and its officials, employees, agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

2.10.3 The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Master Contract. All insurance policies must be with a company licensed to do business in Maryland.

2.11 Invoicing

2.11.1 All invoices shall be submitted by the Master Contractor within the time period required in the PORFP and shall include, at the minimum, the following information:

- a. Name and address of the Requesting Agency being billed;
- b. Master Contractor name;

- c. Products(s) and/or service(s) purchased listed separately including the amount for each individual charge (i.e., 5 – ABC Equipment @ \$2,000 Total \$10,000.00, 2 - CD Training @ \$100.00 Total \$200.00, Installation one time cost \$300.00);
- d. Supporting Documentation (i.e., timesheets for Time and Materials PORFPs);
- e. E-mail address/phone number of Master Contractor’s POC;
- f. Remittance address;
- g. Federal taxpayer identification or (if owned by an individual) Master Contractor’s social security number;
- h. Invoice period, invoice date, invoice number and amount due, and;
- i. PO number(s) being billed;

Invoices submitted without the required information will not be processed for payment until the Master Contractor provides the required information.

2.11.2 The Master Contractor shall submit the invoices for any PO to the Requesting Agency identified in the PO. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

2.12 Material Costs

The State reserves the right to procure material from other sources when it is in the best interest of the State to do so and without notice to the vendor. Any material charges incurred by the Master Contractor shall be with prior approval of the agency and billed on a pass-through basis. Material charges cannot exceed the Master Contractor’s invoice cost of materials. Manufacturer’s invoice must accompany any billing to the State to document the cost of replacement parts.

2.13 Personnel Qualifications (Functional Area III)

2.13.1 Master Contractors shall only propose staff available at the time of the PORFP. In response to each PORFP, Master Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 2.14 for each of the labor categories required under the specific PORFP.

- a. Specific areas of required expertise may be further be defined in the PORFP. Master Contractors shall certify that all candidates meet the required qualifications.
- b. The PORFP shall define specific requirements for the services required. The PORFP shall clearly identify all applicable experiences related to the Equipment.
- c. Substitution of Education for Experience may be permitted at the discretion of the State. The Requesting Agency shall approve or disapprove substitutions.
- d. Substitution of Professional Certificates for Experience may be permitted at the discretion of the State: Professional certification may be substituted for up to two (2) years of general and specialized experience. The Requesting Agency shall approve or disapprove substitutions.
- e. Substitution of Experience for Education. Substitution of experience for education may be permitted at the discretion of the Requesting Agency. The Requesting Agency shall approve or disapprove substitutions.

2.13.2 Substitution of Personnel.

- a. Individuals proposed and accepted as personnel for PORFPs are expected to remain dedicated throughout the term of the PORFP award. Substitutions will be allowed only when the Requesting Agency specifically agrees to the substitution in writing or due to an emergency circumstance as described below. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the PORFP. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total PORFP term. If one or more of the personnel are unavailable for work under a PORFP for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the Requesting Agency and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the Requesting Agency. All substitutions shall be made in accordance with this provision.
- b. During the performance period for a PORFP, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the Requesting Agency. In any of these events, the Master Contractor shall promptly notify the Requesting Agency and provide the information required above. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the Requesting Agency, with the information required above. The Requesting Agency must agree to the substitution in writing before such substitution shall become effective.
- c. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, and any other information requested by the Requesting Agency to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's.
- d. Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

2.14 Labor Categories and Qualifications

2.14.1 Project Manager

Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates

excellent writing and oral communications skills. Project Management Institute's Project Management Professional certification is preferred.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is preferred.

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

2.14.2 Subject Matter Expert

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in the radio field.

Specialized Experience: At least five (5) years of combined new and related older technical experience in the RF field directly related to the required area of expertise.

2.14.3 Senior Radio Technician

Duties: Performs a variety of functions related to the operation, performance or availability of microwave radio networks. A technician will have experience with licensed/unlicensed platforms and ancillary equipment. Technicians will know and understand related test equipment, hand tools and specialty telecommunications tools. A technician will demonstrate experience troubleshooting and repairing problems associated with radios and ancillary equipment. They also perform installation and configuring of radios and ancillary equipment.

Education and other Requirements: A certificate from an appropriate trade school or appropriate military training. An additional year of specialized experience may be substituted for the required education.

General Experience: Two years of experience in a radio-related field.

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications Equipment or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

2.14.4 Junior Radio Technician

Duties: Performs a variety of functions related to the operation, performance or availability of microwave radio networks. This technician will have limited or entry level experience installing and troubleshooting radio equipment and ancillary equipment. This individual may require supervision on more technical assignments and will often assist the Senior Radio Technicians.

Education and other Requirements: A certificate from an appropriate trade school or appropriate military training.

General Experience: Entry level experience in a radio-related field.

Specialized Experience: None

2.14.5 Technician

Duties: Performs a variety of functions related to the operation, performance or availability of microwave radio networks. A technician will have experience with licensed/unlicensed platforms and ancillary equipment. Technicians will know and understand related test equipment, hand tools and specialty telecommunications tools. A technician will demonstrate experience troubleshooting and repairing problems associated with radios and ancillary equipment. They also perform installation and configuring of radios and ancillary equipment.

Education and other Requirements: A certificate from an appropriate trade school or appropriate military training. An additional year of specialized experience may be substituted for the required education.

General Experience: Two years of experience in a radio-related field.

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications Equipment or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

2.14.6 Tower Technician

Duties: Performs a variety of functions related to the operation, performance or availability of microwave radio networks. A tower technician will have experience installing a variety of parabolic and grid dishes, omni-directional antennas, feed lines and connectors. They will also have experience installing outdoor radio units with active RF equipment. This individual will have experience conducting microwave path alignments

Education and other Requirements: Climber's certification from an approved industry school is preferred.

General Experience: Five years of experience in a radio-related / tower climbing field.

Specialized Experience: Manufacturer certification to install and align equipment is preferred.

2.14.7 Tower Assistant

Duties: Performs a variety of functions related to the operation, performance or availability of microwave radio networks. A tower assistant will assist the tower technician in a variety of tasks to install antennas and feed lines. They will have a basic understanding of knots, rigging, lines / antenna installation, etc.

Education and other Requirements: Climber's certification from an approved industry school is preferred.

General Experience: One year of experience in the tower climbing field.

Specialized Experience: N/A

2.14.8 Training Specialist/Instructor

Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education: A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in information systems development, training, or related fields.

Specialized Experience: At least 2 years of experience in developing and providing IT and end user training on computer Equipment and application software.

2.15 Travel Reimbursement

Routine travel is travel within a 50-mile radius of Requesting Agency's base location, as identified in the PORFP, or the Master Contractor's facility, whichever is closer to the training or installation site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Master Contractor's facility.

Non-routine travel is travel beyond the 50-mile radius of agency's base location, as identified in the PORFP, or the Master Contractor's facility, whichever is closer to the training or installation site. Non-routine travel will be identified within a PORFP, if appropriate, and will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at <http://dbm.maryland.gov/agencies/Pages/TravelManagementServices.aspx>

If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and will not be reimbursed. The Master Contractor may bill for labor hours expended in traveling by automobile beyond the identified 50-mile radius.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

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

Offerors will be required to submit only one Proposal, even if proposing multiple functional areas. As described below, the Technical Proposal shall contain a section on Offeror experience and capabilities and separate sections for each functional area proposed. Offerors must follow the instructions within this section.

3.2 Proposals

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

3.3 Submission

Each Offeror is required to submit a separate sealed package for each Volume, which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal respectively. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the Volume number (I or II), functional areas proposed and closing date and time for receipt of the proposals on the outside of the package. Offerors shall submit only one Technical Proposal and one Financial Proposal, even if proposing to all three functional areas. Offerors shall include a separate section for each functional area proposed describing what part of that functional area (as described in Section 2) the Offeror has the ability to provide and how the Offeror qualifies to provide what is proposed. All pages of both proposal Volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s Responsibilities in Section 1.20.

3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, two (2) copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal shall be

organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

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

3.4.2.1 Title and Table of Contents

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

3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The Summary shall provide a broad overview of the contents of the entire proposal. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. In addition, the Offeror shall clearly identify each functional area for which they are proposing. Offerors certified under the Small Business Reserve and certified as a Maryland Minority Business Enterprise are asked to provide those certification numbers.

3.4.2.3 Manufacturer’s or Distributor’s Letter of Authorization

- A) Offerors must state each Manufacturer product line that they propose selling through the Equipment Master Contract.
- B) Manufacturer or Distributor’s Letters of Authorization are required for each Manufacturer product line proposed by the Offeror. An Offeror may not propose a Manufacturer product line without providing the required Letter of Authorization at the time it submits its proposal. The Letter of Authorization shall certify that the Offeror is an authorized reseller or distributor of the Manufacturer’s Equipment, or is authorized to provide Installation, Training and/or Maintenance services. The Letter of Authorization shall be on the Manufacturer or Distributor’s letterhead or through a Manufacturer or Distributor’s e-mail. Each Letter of Authorization or e-mail must provide the following information:

- Manufacturer or Distributor POC name and alternate for verification
- Manufacturer or Distributor POC mailing address
- Manufacturer or Distributor POC telephone number
- Manufacturer or Distributor POC email address
- Manufacturer or Distributor POC fax number
- If available, a Re-seller Identifier

3.4.2.4 Explanation of Offeror’s Order Fulfillment Capabilities, including

- Order receipt
- Order processing and routing

- Order tracking
- Customer service and inquiry support
- Shipping, including express shipping
- Invoicing
- Returns
- Quality control
- Order turnaround time
- Organization Chart

3.4.2.5 Offeror Experience and Capabilities

This section shall include the following:

- A) Offeror's organization experience, type of Equipment and/or services provided and the length of time the organization has been providing the Equipment and/or services.
- B) State of Maryland Experience

If applicable, the Offeror shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Offeror shall provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- Whether the contract was terminated prior to the specified original contract termination date
- Whether any available renewal option was not exercised
- The State employee contact person (name, title, telephone number and e-mail address)

This information will be considered as part of the experience and past performance evaluation criteria in the RFP.

3.4.2.6 Other Required Submissions

- A) Completed Bid/Proposal Affidavit (Attachment B)
- B) A copy of the Offeror's current certificate of insurance required by Section 2.10 (property, casualty and liability), which, at a minimum, shall contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions
- C) Conflict of Interest Affidavit and Disclosure (Attachment H)

D) Completed Attachment G-1 Offeror Acknowledgement of PORFP MBE Participation Commitment.

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.4, the Offeror shall submit an original unbound copy, two (2) copies, and an electronic version of the Financial Proposal as follows:

3.5.1 For Functional Area I – Licensed Microwave Radios, ancillary equipment, test equipment and installation supplies:

Offeror's shall certify by signing Attachment D-I, that the Offeror shall provide pricing no higher than MSRP in the response to the PORFP The MSRP is being used as a baseline for price only.

For items not having an MSRP, as in the case when a manufacturer is the only distributor of their own product, then the manufacturer's proposed price on their letterhead will be sufficient. The State will consider the procurement to be competitive if two or more qualified offers are received in response to a PORFP. If only one response is received for a PORFP, the procurement officer is required to provide a written determination that the price is fair and reasonable.

3.5.2 For Functional Area II – Unlicensed Microwave Radios, ancillary equipment, test equipment and installation supplies:

Offeror's shall certify by signing Attachment D-II, that the Offeror shall provide pricing no higher than MSRP in the response to the PORFP The MSRP is being used as a baseline for price only.

For items not having an MSRP, as in the case when a manufacturer is the only distributor of their own product, then the manufacturer's proposed price on their letterhead will be sufficient. The State will consider the procurement to be competitive if two or more qualified offers are received in response to a PORFP. If only one response is received for a PORFP, the procurement officer is required to provide a written determination that the price is fair and reasonable.

3.5.3 For Functional Area III – Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty:

Offerors must complete Attachment D-III Labor Rate Schedule for Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty. Prices at the PORFP level may be quoted as fixed price. When combined with an equipment purchase in the PORFP, prices for Installation must be priced separately from the price of the equipment in the Financial Proposal.

The State will consider the procurement to be competitive if two or more qualified offers are received for a fixed price PORFP. If only one response is received for a fixed price PORFP, the procurement officer is required to provide a written determination that the total proposal, including price is fair and reasonable.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Master Contracts will be awarded to all qualified Offerors in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

4.2 Technical Criteria

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

- Letter of Authorization (Sec.3.4.2.3)
- Offeror's order fulfillment capabilities (Sec. 3.4.2.4)
- Offeror's experience (Sec. 3.4.2.5)

4.3 Financial Criteria

Financial Proposals will be evaluated separately. Prices set by Master Contracts are the maximum prices the State will pay for any Equipment, Installation and Training, and/or Manufacturer's Extended Warranty.

4.4 Reciprocal Preference

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

4.5 Selection Procedures

4.5.1 General Selection Process

Master Contracts will be awarded in accordance with the Competitive Sealed Proposals process under Code of Maryland Regulations 21.05.03. The Competitive Sealed Proposals method is based on discussions and revision of proposals during these discussions.

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

proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. The purpose of this evaluation will be to assure a full understanding of the State's requirements and the Offeror's ability to perform.
- 4.5.2.2 Offerors must confirm in writing any substantive clarification of, or change in, their proposals made in the course of clarification requests. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

4.5.3 Award Determination

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a Master Contract to all technically qualified Offeror(s).

ATTACHMENT A – Microwave and Ancillary Equipment and Services Contract

THIS CONTRACT is made as of this _____ day of _____, 2010 by and between _____ and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY.

IN CONSIDERATION of the premises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions

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

1.2 “Contract” means this Contract for Microwave and Ancillary Equipment and Associated Services.

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

1.4 “Contract Manager” means the individual identified in section 1.7 of the RFP or a successor designated by the Department.

1.5 “Department” means the Maryland Department of Information Technology.

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

1.7 Installation means transferring manufacturer’s electronic media to computer systems so that the Equipment and Associated Equipment and Services will provide the features and functions generally described in the User Documentation.

1.8 “Purchase Order (PO)” authorizes Contractor to proceed with delivery of products and/or any services requested via a PORFP.

1.9 “PORFP” means Purchase Order Request for Proposals.

1.10 “Procurement Officer” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.

1.11 “RFP” means the Request for Proposals for Microwave and Ancillary Equipment and Services, No. 060B0400006 dated January ##, 2010 and any amendments thereto issued in writing by the State.

1.12 “Equipment and Associated Equipment and Services” means those services described in Section 2 of the RFP.

1.13 “State” means the State of Maryland.

1.14 "Technical Proposal" means the Contractor's Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide Microwave and Ancillary Equipment, Training and Installation and/or Manufacturer's Extended Warranty, for the State as described in the PO and the PORFP. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A, B, C, and D, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A - The RFP.

Exhibit B - The Technical Proposal.

Exhibit C - The Financial Proposal.

Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____

2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract, the PORFP or the PO. 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 Article 10, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

The Contractor shall provide services in accordance with this Master Contract and any PORFP. The term of this Contract is for a period of about five (5) years, beginning on _____, 2010 and ending April 30, 2015 unless terminated earlier as provided in this Master Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract and any PORFP, the Department shall pay the Contractor in accordance with the not-to-exceed rates and terms of Exhibit C, Contractor's Financial Proposal. POs that are on a time and materials basis shall include a not-to-exceed ceiling for payments. Any work performed by the Contractor in excess of the ceiling amount of any PO without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under POs issued on a fixed price basis shall be limited to the price specified in the PORFP, regardless of the actual cost to the Contractor.

4.2 Invoices must be provided in the format and on the schedule identified in the PORFP. Each invoice must reflect the Contractor's federal tax identification number, which is _____. The Contractor's eMM identification number is _____. Payments to the Contractor

pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. PORFPs may specify periodic payments based on deliverables or stages of completion. A PORFP may specify that a portion of the payments due will be withheld until completion of the PO. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of the State's acceptance of all deliverables required under the PO and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the PORFP. 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 pursuant to this Contract

4.4 The State will use electronic funds transfer to pay the Contractor for this Contract and any POs there under and any other State payments due Contractor unless the State's Comptroller Office grants the Contractor an exemption.

5. PORFPs

A PORFP may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. PORFPs and POs may not limit the State's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

6. Rights to Records

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

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created 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 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.

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

6.4 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.

6.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, Equipment and Associated Equipment and Services or other property provided by the State to the place designated by the Procurement Officer.

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 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, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and 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 Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

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

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 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. Nonavailability of Funding

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

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 21.07.01.12 (A) (2).

17. Delays and Extensions of Time

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in 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 or Contract Manager 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, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreement 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 the Election Law Article, Sections 14-101 through 14-108, of the 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 under 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 six 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 by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance

23. Compliance with Laws

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 a mutually determined specified date prior to the conclusion of any price discussions or negotiations.

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 agreed upon by the parties, 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 Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a PO after due notice to the State. Any such subcontract or assignment shall include the terms of sections 8, and 10 through 23 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 hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

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. Administrative

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

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

If to the State: State of Maryland
Department of Budget & Management
Division of Procurement Policy and Administration
45 Calvert Street
Annapolis, MD 21401-1907

If to the Contractor: _____

28. Risk of Loss; Transfer of Title.

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are accepted by the State, as evidenced by a written statement of acceptance from the State to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance. Title of all such deliverables passes to the State upon acceptance by the State, subject to the State’s payment for the same in accordance with the terms of this Contract.

29. Nonvisual Accessibility Warranty

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

30. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal

opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DOIT, in all subcontracts.

C. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

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

CONTRACTOR

MARYLAND DEPARTMENT OF
INFORMATION TECHNOLOGY

By:

By:

Date

Date

Witness

Witness

Approved for form and legal
sufficiency this _____ day
of _____ 200__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B - Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

- Neither I, nor to the best of my knowledge, information, and belief, the above business has:
- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
 - (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

Name: _____
 Address: _____

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

Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C – COMAR 21.07.01.25 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 – Price Proposal Forms and Instructions

Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12. First year prices commence upon contract award.

OFFERORS SHALL DETERMINE WHICH FUNCTIONAL AREAS TO PROPOSE EXCEPT.

FORM D-I - FUNCTIONAL AREA I – Licensed Microwave Radios. The Offeror must acknowledge that the discount off of the MSRP as proposed for the master contract shall be no less as of the date of the PORFP proposal submission.

FORM D-IA - FUNCTIONAL AREA I –Ancillary equipment, test equipment and installation supplies. The Offeror must acknowledge the use of the MSRP as a baseline for the master contract and commit to charging no higher than the MSRP as of the date of the PORFP proposal submission. The MSRP is being used as a baseline for price only.

FORM D-II - Functional Area II - Unlicensed Microwave Radios, ancillary equipment, test equipment and installation supplies. The Offeror must acknowledge the use of the MSRP as a baseline for the master contract and commit to charging no higher than the MSRP as of the date of the PORFP proposal submission. The MSRP is being used as a baseline for price only.

FORM D-III - Functional Area III- Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty. Offerors are required to record the fully-loaded hourly prices they are proposing for each listed item. Record the hourly labor rate for all 5 years of the Master Contract for all labor categories.

ATTACHMENT D-I - 060B0400006
Functional Area I - Licensed Microwave Radios (only)

MSRP COMMITMENT

I ACKNOWLEDGE BY SIGNING THIS ATTACHMENT, THE REQUIREMENT OF PROVIDING NO LESS THAN A ___% DISCOUNT OFF OF THE MSRP AS OF THE DATE OF PORFP PROPOSAL SUBMISSION.

OFFERORS SHALL STATE BELOW THE MANUFACTURER EQUIPMENT PROPOSED (ATTACH ADDITIONAL SHEETS, IF NECESSARY):

Manufacturer(s):

SUBMITTED BY:

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

FEIN NUMBER

TELEPHONE NUMBER

ATTACHMENT D-IA - 060B0400006

Functional Area I - Ancillary equipment, test equipment and installation supplies (only)

MSRP COMMITMENT

I ACKNOWLEDGE BY SIGNING THIS ATTACHMENT, THE REQUIREMENT OF PROVIDING PRICING NO HIGHER THAN THE MSRP AS OF THE DATE OF PORFP PROPOSAL SUBMISSION.

OFFERORS SHALL STATE BELOW THE MANUFACTURER EQUIPMENT PROPOSED (ATTACH ADDITIONAL SHEETS, IF NECESSARY):

Manufacturer(s):

SUBMITTED BY:

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

FEIN NUMBER

TELEPHONE NUMBER

ATTACHMENT D-II - 060B0400006
**Functional Area II - Unlicensed Microwave Radios, ancillary equipment, test
equipment and installation supplies**

MSRP COMMITMENT

I ACKNOWLEDGE BY SIGNING THIS ATTACHMENT, THE REQUIREMENT OF PROVIDING PRICING NO HIGHER THAN THE MSRP AS OF THE DATE OF PORFP PROPOSAL SUBMISSION.

OFFERORS SHALL STATE BELOW THE MANUFACTURER EQUIPMENT PROPOSED (ATTACH ADDITIONAL SHEETS, IF NECESSARY):

Manufacturer(s):

SUBMITTED BY:

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

FEIN NUMBER

TELEPHONE NUMBER

ATTACHMENT D-III - 060B0400006

**Functional Area III – Installation, Repair, Preventative Maintenance Services and
Manufacturer’s Extended Warranty**

RFP SEC. #	LABOR CATEGORY	RATE* YEAR 1	RATE* YEAR 2	RATE* YEAR 3	RATE* YEAR 4	RATE* YEAR 5
2.14.1	Project Manager					
2.14.2	Subject Matter Expert					
2.14.3	Sr. Radio Technician					
2.14.4	Jr. Radio Technician					
2.14.5	Technician					
2.14.6	Tower Technician					
2.14.7	Tower Assistant					
2.14.8	Training Specialist/Instructor					

**Labor rates proposed must be fully loaded. This means the inclusion in labor category billing rates of all profit, direct and indirect costs associated with performing services required in a PORFP. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to services required in a PORFP. Non-routine travel costs will be identified in a PORFP, when appropriate.*

SUBMITTED BY:

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

FEIN NUMBER

TELEPHONE NUMBER

ATTACHMENT E- Pre-Proposal Conference Response Form

Project No. **060B0400006**

Project Title: **MICROWAVE AND ANCILLARY EQUIPMENT AND SERVICES**

A Pre-proposal Conference will be held on February 25th . Registration begins at 1:30 pm and the meeting will begin promptly at 2:00 pm local time at 45 Calvert Street, Annapolis, MD, Room 164.

Directions to the pre-proposal conference site: See Attachment F

Please email this form by 1:00 PM on _____ advising whether or not you plan to attend this Conference to:

Edward Bannat
Edward.Bannat@doit.state.md.us

Please indicate:

_____ Yes, the following representatives will be in attendance (**Limit 2 per company**):

- 1.
- 2.

_____ No, although we plan to propose to the EQUIPMENT RFP, we will not be in attendance.

_____ No, we will not be attending.

Company/Firm/Offeror Name

Contract Name & Telephone

ATTACHMENT F - Pre-Proposal Conference Directions – 060B0400006

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

**ATTACHMENT G – MINORITY BUSINESS ENTERPRISE PARTICIPATION
State of Maryland**

DEPARTMENT OF BUDGET & MANAGEMENT

PURPOSE

The Master Contractor shall structure its procedures for the performance of the work required in this Master Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals (RFP). MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. The Master Contractor agrees to exercise all good faith efforts to carry out the MBE participation commitments set forth in this Attachment.

DEFINITIONS

As used in this Attachment, 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 by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MINORITY BUSINESS ENTERPRISE INTSTRUCTIONS/FORMS

MBE PARTICIPATION GOALS AND SUB-GOALS

The Master Contractor shall achieve the MBE subcontracting goal and any sub-goals established for each individual PORFP Agreement, by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the PORFP Agreement scope of work that results in total MBE payments that meet or exceed the MBE participation goal.

If awarded a Master Contract:

- ◆ A prime contractor — including an MBE or a certified Small Business Reserve (SBR) 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

MASTER CONTRACT

- ◆ An Offeror must sign and submit Attachment G-1 (Offeror Acknowledgement of MBE Participation Commitment) with its Technical Proposal submission. By signing Attachment G-1, the Offeror affirms that if it is awarded a Master Contract it will comply with all MBE requirements associated with any PORFP Agreement, including submission of waiver documentation where applicable. **Offeror's failure to submit Attachment G-1 with its technical proposal will result in the Offeror's proposal being deemed not reasonably susceptible for award, and the Offeror being eliminated from consideration for a Master Contract award.**

- ◆ An Offeror receiving notification from the State that it is the Master Contract awardee will not be required to submit additional MBE program documentation prior to final Master Contract execution.

PORFP AGREEMENTS

- ◆ All PORFPs issued with an MBE participation goal will contain certain documents that the Master Contractor must submit at the time of its Proposal submission. MBE affidavits, schedules, statements, and reports that will be used at the PORFP Agreement level are included herein as Attachment G-1A Master Contractor (Certified MBE Utilization and Fair Solicitation Affidavit), G-2 (MBE Participation Schedule), D-3 (Outreach Efforts Compliance Statement) and G-4 (Subcontractor Project Participation Statement). Attachments G-5 and G-6 are sample MBE reporting forms (See “Contract Administration Requirements” below).
- ◆ **Attachments G-1A, G-2, G-3 and G-4** must be completed, signed and submitted by the Master Contractor together with the PORFP Proposal. If a Master Contractor believes that a waiver of some or all of the MBE participation goal and/or sub-goals is necessary, the waiver request must be clearly indicated on Attachment G-1A.

CONTRACT ADMINISTRATION REQUIREMENTS

For each PORFP Agreement, the Master Contractor shall:

1. **Attachment G-5:** Submit monthly to the Department/Agency a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the TO Agreement, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached.
2. **Attachment G-6:** Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department/Agency a report that identifies the prime contract and lists all

payments received from the Master Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached.

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. Master 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 Master Contract or PORFP 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.

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

Must be submitted with technical proposal in response to the RFP:

ATTACHMENT G-1-OFFEROR – *Offeror Acknowledgement of PORFP*

MBE Participation Commitment

Must be submitted in response to the PORFP:

ATTACHMENT G-1A – MASTER CONTRACTOR - *Certified MBE*

Utilization and Fair Solicitation Affidavit

ATTACHMENT G-2 - *MBE Participation Schedule*

ATTACHMENT G-3 - *Outreach Efforts Compliance Statement*

ATTACHMENT G-4 - *Subcontractor Project Participation Statement*

Must be submitted on a monthly basis after award of PORFP

ATTACHMENT G-5 - *Prime Contractor Unpaid MBE Invoice Report*

ATTACHMENT G-6 - *Subcontractor Paid/Unpaid MBE Invoice Report*

ATTACHMENT G-1-OFFEROR

Offeror Acknowledgement of PORFP MBE Participation Commitment

This document shall be included with the submittal of the Offeror’s technical response to the RFP. If the Offeror fails to submit this form with its response to the RFP, the Procurement Officer shall determine that the Offeror’s response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. 060B0400006, I affirm that if I am awarded a Master Contract under the solicitation noted above, and I respond to a PORFP that contains a MBE Participation Commitment, by submitting a technical Proposal, I commit to making a good faith effort to achieve the MBE goal established for in the PORFP Agreement.

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.

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

ATTACHMENT G-1A – MASTER CONTRACTOR

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Master Contractor's PORFP Proposal.

In conjunction with the proposal submitted in response to PORFP No. _____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal for:

- Functional Area III – Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty Services 25%

I have made a good faith effort to achieve this goal.

OR

- After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of

- Functional Area III – Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty Services _____%

and request a waiver of the remainder of the goal. I have submitted written waiver documentation that complies with COMAR 21.11.03.11.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting a MBE Participation Schedule (Attachment G-2) with the PORFP Proposal.

3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve and have submitted the following:

(a) Attachment G-3: Outreach Efforts Compliance Statement

(b) Attachment G-4: Subcontractor Project Participation Statement for each MBE

4. In the solicitation of subcontract proposals or offers, MBE subcontractors were

provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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

_____	_____
Offeror Name	Signature of Affiant
_____	_____
Address	Printed Name, Title
_____	_____
	Date

SUBMIT WITH PORFP

Attachment G-2
MBE Participation Schedule
(for submission with PORFP)

This document shall be included with the submittal of the Master Contractor's PORFP Proposal.

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

USE ATTACHMENT G-2 CONTINUATION PAGE AS NEEDED
SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

**Attachment G-2
MBE Participation Schedule (continued)**

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

ATTACHMENT G-3
Outreach Efforts Compliance Statement
(for submission with PORFP)

In conjunction with the offer submitted in response to PORFP No. _____, I state the following:

1. Have 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. Made the following attempts to contact personally the solicited MBEs:

4. Assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

This project does not involve bonding requirements.

_____ By _____
Master Contractor Name Name

_____ Title

_____ Date

ATTACHMENT G-4
Subcontractor Project Participation Statement
(for submission with PORFP)

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

Provided that _____ is awarded the PORFP Agreement in
(Master Contractor Name)
conjunction with TO Agreement No. _____, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By: By:

Master Contractor Signature	Subcontractor Signature
Name	Name
Title	Title
Date	Date

ATTACHMENT G-5
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

This form is to be completed monthly by the prime contractor

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

Master Contractor :		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	<u>Invoice#</u>	<u>Amount</u>	
1.			1. <u>Invoice #</u>
2.			2. <u>Amount</u>
3.			3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, you must use separate G-5 forms.

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer Department Address City/State/Zip E-mail:

Signature: _____ Date: _____

**ATTACHMENT G-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

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

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: Maryland	ZIP: _____
Phone: _____	FAX: _____	

Subcontractor Services Provided:																															
List all payments received from Master Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
Total Dollars Paid: \$ _____																															
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
Total Dollars Unpaid: \$ _____																															

Prime Contractor: _____	Contact Person _____
-------------------------	----------------------

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer Department of _____ Address _____ City/State/Zip _____ E-mail: _____	
--	--

Signature: _____ Date: _____

ATTACHMENT H - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

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

ATTACHMENT I – Mercury Affidavit

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

[] The product(s) offered do not contain mercury.

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.

_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant