

Request for Proposals

**WIRELESS ANTENNAE, TRANSMISSION LINE AND RF
CONDITIONING HARDWARE**

PROJECT NO. 050R5800331



**DEPARTMENT OF
BUDGET & MANAGEMENT**

Issue Date: June 28, 2005

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO CONTRACTORS/CONTRACTORS

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

**Title: Wireless Antennae, Transmission Line and RF Conditioning
 Hardware**
Project No: 050R5800331

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

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

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

REMARKS: _____

Contractor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

**WIRELESS ANTENNAE, TRANSMISSION LINE AND
RF CONDITIONING HARDWARE**

PROJECT NUMBER 050R5800331

RFP Issue Date: June 28, 2005

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

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

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 143
Annapolis, MD 21401
Attention: Robert Krysiak

Pre-Proposal Conference: July 21, 2005, 10:00 AM (Local Time)
45 Calvert Street, Room 164A & B
Annapolis, MD 21401
For directions, call Sue Woomer 260-7191

Closing Date and Time: August 10, 2005 at 2:00 PM (Local Time)

NOTE

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Budget and Management (DBM) is issuing this Request for Proposal (RFP) to procure Wireless Antennae, Transmission Line and RF Conditioning Hardware equipment to include, but not be limited to: Land Mobile Radio (LMR), Microwave Dish Antennas, Transmission line, Wave-guide, RF Connectors, Combiners, Filters and Duplexers. The goal of this solicitation is to enable Maryland State government to procure the latest state of the art equipment, as the equipment listed above, in an efficient and economical manner.
- 1.1.2 DBM intends to award a Master Contract to an unlimited number of Offerors that are deemed qualified by the State to provide equipment and services. The State does not guarantee that any TOs will be issued or that any contractor will be awarded any TOs. There is no separate appropriation to fund TOs. Each required service will be summarized in a TO Request. TO Requests will be issued, as needed, throughout the term of the Master Contracts. All vendors awarded a Master Contract for each category will be invited to compete for the single award that will be made to perform each specific TO under that category. Based upon an evaluation of these responses, a single vendor will be selected to conduct each TO. A specific TO Agreement will then be entered into between the State and the selected vendor, which will bind the vendor to the contents of its TO response, including its price. Neither a TO a TO Request, a Contractor's response to a TO Request, nor a TO Agreement, may in any way conflict with or supercede the Master Contract.
- 1.1.3 Offerors may submit Offers for any or all of the listed categories.

1.2 Abbreviations and Definitions

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

- a. Agency – the unit of State government procuring equipment and services.
- b. Agency point of contact- Person designated as the single point of contact for the Agency in the Request for Quote sent to the contractor.
- c. ANSI – American National Standards Institute
- d. BPW – Board of Public Works
- e. Contract – The Contract attached to this RFP as Attachment A.
- f. Contractor – The selected Contractor.
- g. Contractor's Contract Administrator – Person designated as the single point of contact in the Contractor's Proposal with the authority and knowledge to resolve customer complaints on behalf of the Contractor that are not technical in nature.

- h. Contract Manager – The State representative that serves as the technical manager for the resulting contract. (See section 1.5)
- i. COMAR – Code of Maryland Regulations
- j. DBM – Department of Budget & Management
- k. EIA – Electronic Industries Association
- l. FCC – Federal Communications Commission
- m. Local Time – Time in the Eastern Time Zone as observed by the State
- n. Manufacturer Brand/Product Line - Brand name or generic name product line that is published within a manufacturer’s suggested retail price list.
- o. Manufacturer’s Suggested Retail Price List (MSRP) – Document made available by the manufacturer of a product line that includes all of the manufacturers’ products and services and pricing available to the public at large and the basis for establishing the state price. In order that each proposal be considered equally, the same price list must be used by all Contractors in the preparation of their proposals (See Section 3.2 and 4.4.3). Contractors using any other price list will not be considered.
- p. Master Contract - The contract entered into between DBM and Offerors responding to this RFP, which provides the overall framework for awarding and conducting TOs. This contract includes all general State terms and conditions, unit prices, and payment adjustment mechanisms and all other details that control all aspects of TOs. This contract will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offerors’ proposals. A sample of this contract is included as Attachment A to this RFP. The final completed version of Attachment A will be the contract.
- q. Procurement Officer – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Robert Krysiak. (See section 1.5)
- r. RF – Radio Frequency
- s. RFP – This Request for Proposals for the State of Maryland Antennas, Transmission Line and RF Conditioning Equipment, Project Number 050R5800331, dated August 10,2005, including any amendments.
- t. State Price – The actual price to be paid under any resulting contract for the purchase of equipment and services by a State of Maryland agency. State price is calculated by applying the contractor’s percentage discount to the price specified in the current Manufacturer’s Suggested Retail Price List for the specified equipment and services to be purchased.
- u. State of Maryland business hours – 8:00 am – 5:00 pm Monday – Friday
- v. Task Order Agreement - A signed contract between DBM and the Contractor selected via a Task Order Request. A Task Order Agreement will deal only with the specific aspects of performing a Task Order. All general terms and conditions are contained in the Master Contract and shall apply to all Task Order Agreements. A Task Order Agreement may not in any way amend, conflict with or supercede the Master Contract.

- w. Task Order Manager - The specific employee identified in a Task Order Request and/or TO Agreement, who will supervise the contractor rendering services for that respective TO.
- x. Task Order Request - A solicitation document that describes all specific circumstances regarding the performance of services involving agencies of the State of Maryland. A Task Order Request will not amend, duplicate or conflict with any provision of the Master Contract. A Task Order Request will only be distributed to successful Contractors.
- y. Task Order Response - The technical and financial response by a Contractor to a Task Order Request.
- z. TO - Task Order.

1.3 Contract Type

The Master Contract shall be an Indefinite Quantity contract. Task orders issued under this Master Contract will be paid utilizing the fixed unit prices proposed in the Master Contractor's financial proposal submitted in response to this RFP as defined in COMAR 21.06.03.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of five (5) years, to begin upon execution of the Contract by DBM.

1.5 Procurement Officer/Contract Manager

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

Robert Krysiak, Procurement Officer
Department of Budget and Management
Division of Policy Analysis, Procurement Unit
45 Calvert Street/ First Floor Room 143
Annapolis, Maryland 21401
Telephone #: 410-260-7179
Fax #: 410-974-3274
E-mail: rkrysiak@dbm.state.md.us

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

Edward G. Ryan II
Department of Budget and Management
Telecommunications Division
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201

Telephone: 410-767-4219
Fax: 410-333-5163
E-mail: ryan@dbm.state.md.us

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

1.6 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on **July 21, 2005**, beginning at **10:00 AM**, at 45 Calvert Street, Annapolis, MD 21401, Room 164 A&B. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **4:00 PM July 19, 2005** all potential Contractors planning to attend, return the Pre-Proposal Conference Response Form or call Robert Krysiak at (410) 260-7179 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.7 Use of “e-Maryland Marketplace”

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

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Contractors interested in doing business with Maryland State agencies check the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com>

1.8 Questions

Written questions from prospective Contractors 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 Contractors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

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

1.9 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM** (local time) on **August 10, 2005**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word 2000 format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel 2000 format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, Contractor 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. Contractors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, **August 10, 2005** at 2:00 PM (local time) will not be considered.

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

1.10 Duration of Offer

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

1.11 Revisions to the RFP

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

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Contractor'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 Contractor from complying with all terms of any such amendment.

1.12 Cancellations; Discussions

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

necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentation

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

1.14 Incurred Expenses

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

1.15 Economy of Preparation

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

1.16 Protests/Disputes

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

1.17 Multiple or Alternate Proposals

Multiple and Alternate proposals **will not be** accepted, as detailed below.

Accepted:

- Contractors may propose one, some or all of the manufacturer product lines, listed in section 4.4.3.

NOT Accepted:

- A proposal that does not meet the stated needs of this RFP
- Multiple proposals by the same Contractor for the same product line.
- Proposals for manufacturer's product lines not included on the product list in section 4.4.3.

1.18 Access to Public Records Act Notice

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

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

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

1.21 Proposal Affidavit

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

1.22 Contract Affidavit

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

1.23 Arrearages

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

1.24 Procurement Method

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

1.25 Verification of Registration and Tax Payment

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

complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Contractor from final consideration and recommendation for contract award.

1.26 False Statements

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

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

1.27 Insurance

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

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

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 Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, thirty (30) days advance notice of any non-renewal or cancellation. All insurance policies must be with a company licensed to do business in Maryland.

The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Department with the same documentation as is required of the Contractor.

1.28 Payments by Electronic Funds Transfer

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

identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at the following URL:

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

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

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

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

SECTION 2 – CONTRACTOR MINIMUM QUALIFICATIONS

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

2.1 STATEMENT OF MANUFACTURER SUPPORT

All Contractors must be authorized by the manufacturer to sell, install, and configure the proposed manufacturer's products.

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

- 2.1.1 If the Contractor **is not** the manufacturer, the Statement of Manufacturer Support must ensure that:
- a. it is current, dated, on the manufacturer's letterhead, addressed to the Procurement Officer and signed by an authorized officer of the manufacturer to bind the manufacturer to the Statement.
 - b. The Contractor is authorized to provide the manufacturers' complete and current product lines for the duration of the contract.
 - c. the history of the dealer/manufacturer relationship is fully described.
 - d. the Contractor will have direct access to any software fixes, patches, parts, manufacturer support facilities, and during an emergency/down situation access to key support engineers for the duration of the contract.
 - e. the manufacturer is committed to supporting all specifications and requirements for the duration of the contract.
- 2.1.2 If the Contractor **is** the manufacturer, the Statement of Manufacturer Support must ensure that:
- a. it is current, dated, on the manufacturer's letterhead, addressed to the Procurement Officer, and signed by an authorized officer of the manufacturer to bind the manufacturer to these Statements.
 - b. it is committed to supporting all specifications and requirements for the duration of the contract.

SECTION 3 – SCOPE OF WORK

3.1 PURPOSE AND GOAL

- 3.1.1 The Department of Budget and Management (DBM) is issuing this Request for Proposal (RFP) to procure Wireless Antennae, Transmission Line and RF Conditioning Hardware equipment to include, but not be limited to: Land Mobile Radio (LMR), Microwave Dish Antennas, Transmission line, Wave-guide, RF Connectors, Combiners, Filters and Duplexers.
- 3.1.2 The goal of this solicitation is to enable Maryland State government to procure the latest state of the art equipment (listed above) in an efficient and economical manner.

3.2 REQUIREMENTS OVERVIEW

The Contractor's required product line offerings shall include, but not limited to:

3.2.1.1 Antennas & Antenna Systems

a. Mobile, Portable and Base Station Antennas

Mobile, Portable and Base Station antenna offering shall include, but not limited to, Base Station, Mobile Radio and Portable Radio antennas made by one or more of the following Manufacturers: Decibel, RFS Cablewave, Sinclair, Andrew Corporation, Larsen, Cushcraft/Signals, Maxrad, Inc, Comtelco, Astron Wireless Technology and TX/RX Systems Inc, operating in the following frequency bands:

- VHF-Lo
- VHF-Hi
- UHF
- 700/800 MHz

b. Microwave Antennas

The microwave antenna offering shall include, but not limited to, High Performance, Standard performance and Grid microwave antennas made by one of more of the following Manufacturers: Andrew Corporation, Tripoint Global (Gabriel Electronics Inc), Radio Waves, RFS-Cablewave and Maxrad, Inc, operating in the following frequency bands:

- 0932 – 0960 MHz
- 2110 – 2200 MHz
- 2290 – 2500 MHz
- 5725 – 5850 MHz
- 5925 – 6875 MHz
- 10.7 – 11.7 GHz
- 17.7 – 19.7 GHz
- 21.8 – 23.6 GHz

c. Microwave Antenna Radomes

The microwave dish antenna radome offering shall include, but not limited to, conical fiberglass radomes, light blue or white in color, made by one or more of the following Manufacturers: Tripoint Global (Gabriel Electronics Inc), RFS-Cablewave, Radio Waves and Andrew Corporation for the following solid parabolic microwave dish sizes:

- 2 ft. microwave dish antennas
- 4 ft. microwave dish antennas
- 6 ft. microwave dish antennas
- 8 ft. microwave dish antennas
- 10 ft. microwave dish antennas

d. RF Optimization Supplies

RF Optimization Equipment offering shall include, but not limited to, RF Optimization Equipment made by one or more of the following manufacturers: RFS-Cablewave, Telewave Inc, TX/RX Systems Inc and Sinclair Technologies and offering shall include:

- Band Pass and Pass Reject Cavities
- Combiners, with manual and auto tune capability
- Co-location, pre-selector, receive and transmit Filters
- Receiver Multi-couplers
- Duplexers

3.2.1.2 Transmission Line & Cable

a. Coaxial Cable

Coaxial Cable and Transmission line offering shall include, but not limited to, Foam and Air Dielectric coaxial cable of made by one or more of the following manufacturers: Andrew Corporation, Commscope Inc, RFS-Cablewave, Times Microwave and Belden with the following size diameter:

- 1/4"
- 1/2"
- 7/8"
- 1-1/4"
- 1-5/8"

b. Microwave Wave-guide

Microwave Wave-guide offering shall include, but not limited to, Elliptical and Rigid, Foam and Air Dielectric made by one or more of the following manufacturers: Andrew Corporation, Commscope Inc, RFS-Cablewave, Times Microwave and Belden with the following sizes, and used in the following frequency bands:

Sizes:

- ½”, 7/8”, 1-1/4” and 1-5/8”

Frequency Band:

- 5.925 – 7.125 GHz
- 10.70 – 11.70 GHz
- 17.70 – 19.70 GHz
- 21.20 – 23.60 GHz

c. Connectors for Transmission Line

Coaxial Transmission Line Connector offering shall include, but not limited to, Foam and Air Dielectric transmission line connectors made by one or more of the following manufacturers: Andrew Corporation, Commscope, Eupen, Teracom, Times Microwave, RFS-Cablewave and Amphenol of the following type and/or sizes:

- ¼”, ½”, 7/8”, 1-1/4” and 1-5/8”
- “N” Male and “N” Female
- UHF Male and UHF Female
- 7/16” DIN Male and 7/16” Female
- 7/8” EIA

d. Microwave Wave-guide Connectors and Accessories

Microwave wave-guide Connector offering shall include, but not limited to, wave-guide connectors made by one or more of the following manufacturers: Andrew Corporation and RFS-Cablewave of the following type:

- EWP 63, Tunable, CPR and EW 63, Standard, CPR 137G
- EWP 90, Tunable, CPR and EW 90, Standard, CPR 90G
- EWP 180, Tunable, UG595/U and EW 180, Standard, UG 595/U
- EW 220, Fixed Tuned

e. Dehydrator Systems

Dehydrator Systems offering shall include, but not limited to, Pressurization Equipment made by one or more of the following manufacturers: Andrews Corporation and RFS-Cablewave and offering shall include:

- Dehydrators
- Tubing
- Multi-port Manifolds
- Installation accessories

3.3 LIST OF MANUFACTURERS PRODUCT LINES

- 3.3.1 Starting on contract-award date, as defined by the approval of the State Board of Public Works **and** execution of the contract by the Department of Budget and Management, the State requires access to the Manufacturer's website, including the entire product line and MSRP list.
- 3.3.2 The Contractor must utilize the Manufacturer's web site as the basis for product line technology updates, including the MSRP updates, subject to procurement regulation and law.

3.4 REQUISITIONS AND PURCHASE ORDERS

- 3.4.1 The Contractor shall receive purchase orders from using State agencies through the Department of Budget and Management (DBM), Office of Information Technology (OIT). Currently, the State processes and faxes purchase orders to the contractor through OIT. This process applies to all State agencies and any other entity that may be eligible to use any resulting Contract.

3.4.2 Ordering Process

1. The using Agency will submit a Task Order to all vendors under contract who supply the desired equipment and services for microwave equipment and/or microwave ancillary equipment. The amounts stated on Attachment F "Proposed Price Form" are the minimum % discounts that the State will accept and the maximum prices that the State will pay. The Contractor's price quote may reflect prices that are more favorable to the State.
2. The Contractor(s) must respond to the TO with a price quote within 3 business days of receipt of the TO for equipment only, and within 7 business days of receipt of the TO for equipment and services. Price quotes not received within this timeframe may be disqualified. Any variations to this response time will be indicated in the TO.
3. The price quote provided to the using Agency will be in spreadsheet form and must include for each product ordered, the current MSRP, the State Price, and a link (URL) to the manufacturer's web site to the specific product(s) that contains the MSRP used in the quote so that the using Agency can verify the MSRP. Failure to include this information with the price quote will be a basis for rejection of the quote. Contractor must provide a delivery schedule and designate the mode of delivery with the price quote.
4. If multiple Contractors have submitted price quotes, the Agency will make a selection based on price, equipment availability, extended warranty term if applicable, compatibility with the using Agency's existing network infrastructure.
5. All TO responses must be via email to the Agency point of contact, including attachments of price quote spreadsheets (MS Excel) and resume information (MS Word).
6. The Agency will store both a paper and an electronic copy of the price quote spreadsheet, the MSRP List from the Manufacturer's web site, and personnel resumes, in a procurement transaction folder and will retain this information in their procurement file. The Agency point-of-contact with authority to approve the purchase, or their designee, will email to the State Contract Manager the information

referred to in item 5 above and a justification and validation for vendor selection based upon the factors listed in item 6, above.

7. Upon selection of a Contractor, the Agency will begin the ordering process by submitting a Purchase Order to the State Contract Manager for the purchase of the equipment, integration services, and/or maintenance.

3.5 TECHNICAL REQUIREMENTS

- 3.5.1 Contractor supplied antennas, transmission line and installation supplies shall conform to the following standards, specifications, recommended practices and procedures: Part 101, Federal Communications Commission (FCC) Rules and Regulations and amendments, I.E.E.E, E.I.A, and N.E.M.A.
- 3.5.2 All antennas shall be capable of surviving wind velocities of 125 miles per hours with one (1) inch of radial ice and no more than 0.1 degree of deflection in 70 mile per hour wind.
- 3.5.3 All antennas will remain operational within the temperature range of -58°F to 155°F.
- 3.5.4 All antennas and associated hardware shall be made of hot Dipped Galvanized or Stainless Steel material. Plated steel will not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.
- 3.5.5 Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5” vertical O.D. (Outside Dimension) mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9” – 3.5” or a 4.5” vertical O.D. (Outside Dimension) mounting pipe.

3.6 GENERAL REQUIREMENTS

- 3.6.1 All equipment provided by the contractor for purchase by the State of Maryland must be new and unused. Used, refurbished or remanufactured equipment will not be accepted.
- 3.6.2 Installation and or operator manuals will be furnished with each order. Each manual shall contain information outlining method of operation for dehydrators and detailed drawings or clear photographs showing location of parts and hardware associated with antenna assembly or mounting.
- 3.6.3 The Contractor must allow the State the right to make unlimited copies of documentation for use by the using agency.
- 3.6.4 The Contractor shall guarantee delivery of emergency orders within forty-eight (48) hours form receipt of order. Emergency orders will be transported by the most expedient manner available with the transportation cost born by the purchaser less normal shipping cost.
- 3.6.5 The Contractor must provide to the State, for the duration of the contract, direct access to the manufacture’s web site, which contains the entire current product line including the current MSRP.

- 3.6.6 The minimum discounts offered in the proposal will be based on the MSRP, and will be the same for the entire manufacturer's product line of equipment and services.
- 3.6.7 Should any inspections, tests or operation of the equipment under service conditions show the equipment does not meet the requirements of the specifications; the State will reject the equipment or parts thereof and require the Contractor to make changes as necessary to meet the requirements of the specifications at the expense of the Contractor.

3.7 DELIVERED TERMS

- 3.7.1 Contractors must be able to deliver all products within (30) calendar days of receipt of the purchase order unless otherwise agreed to by the State.
- 3.7.2 All shipments must be accompanied by a packing list including the identification of the items shipped, quantities, agency Purchase Order number and the contract number. Drop shipments must contain packing lists with the same information. All packages must have the Purchase Order number clearly marked on the outside. Shipments received without a packing list and/or Purchase Order number shown on the outside of the package may be refused and returned at the contractor's expense.
- 3.7.3 All items are to be delivered F.O.B. destination (Baltimore). Contractor will be responsible for any loss and/or damages to any equipment before receipt of shipment by the State. All delivery instructions shall be designated on Purchase Orders, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a Purchase Order prior to shipping, the contractor must contact the Agency point-of-contact for delivery instructions.
- 3.7.4 Contractor must also provide return authorization/asset recovery/exchange procedures in the event that a product has been damaged, deemed defective during shipment or incorrectly ordered.

3.8 WARRANTY

- 3.8.1 Contractor must include at a minimum a one (1) year manufacturer's warranty on all devices and/or parts provided under this contract. Any warranty period for the equipment will not commence until acceptance of the equipment or services by the purchasing 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 4 hour on-site maintenance and repair services in cases where phone support cannot solve the problem.
- 3.8.2 Contractor shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within one (1) year from the date of the purchasing agency receipt due to defects in design, material or workmanship. These replacements shall be made without charge to the purchasing agency. The cost of installation of these replacements will be borne by the Contractor for the period of the warranty.
- 3.8.3 Contractor must provide warranty service and maintenance for each product line proposed.

- 3.8.4 The Contractor must have a sole point of contact for any problems with the equipment provided during the warranty period.

3.9 PERFORMANCE PERIOD FOR ACCEPTANCE

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

3.10 REPORTS

3.10.1 Monthly Reports

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

The reports shall contain the following information in column format:

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

3.10.2 Monthly Minority Business Enterprise Reports

The contractor and its subcontractors will be required to submit an MBE Report as required in Attachment D.

3.10.3 Fiscal Year-End Reports

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

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

1. A cover sheet identifying the period covered by the report.
2. The department that requested equipment during the specified time period.
3. The unit total by department.
4. The monthly equipment total by department.

5. A final total column and row.

3.11 INVOICES

- 2.11.1 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period, unless specified differently in the Purchase Order, and include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due, Retainage (if applicable) and the Purchase Order Number(s) being billed. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 2.11.2 The Contractor shall submit the invoices for any Purchase Order to the organization identified in the Purchase Task Order. The State and its agencies are generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor(s), however, is not exempt from such sales and use taxes and may be liable for the same. Exemption certificates shall be completed upon request.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Contractors must submit proposals in two separate volumes:

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

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

4.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and three (3) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word 2000 format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2" diskette or CD.

4.3 Submission

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

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

4.4 Volume I – Technical Proposal

4.4.1 Transmittal Letter

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Contractor to the services and requirements as stated in this RFP.

4.4.2 Required Submissions to be Submitted by Contractor:

- 1) Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)

4.4.3 Format of Technical Proposal

Technical proposals must be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and must bear the name and address of the Contractor, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, three (3) copies and the electronic version shall be provided. The technical proposal shall include:

4.4.3.1 Title and Table of Contents

The technical proposal should begin with a title page bearing the name and address of the Contractor and the name and number of this RFP. This should be followed by a table of contents for the technical proposal. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Contractor's Technical Proposal, and if applicable, also in its Financial Proposal.

4.4.3.2 Executive Summary

The Contractor shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary" including how the Contractor meets the minimum qualifications outlined in Section 2. The summary shall also identify any exceptions the Contractor 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. In addition, the Offeror should clearly identify each functional area for which they are proposing services. **Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

4.4.3.3 Proposed Equipment -Manufacturer Suggested Retail Price List (MSRP)

In order that each proposal will be considered equally, the same Manufacturer Suggested Retail Price List (MSRP) in effect as of **July 1, 2005** must be used. The Contractor must state which of the following MSRPs will be used:

MSRP	NAME	PHONE
Andrews Corporation	Price list	440-349-8646
Astron Wireless technology	Price list	703-450-5517
Belden	Price list	1-800-235-3361
Commscope	Price list	828-324-2200
Comtelco	Price list	1-800-634-4622
Cushcraft/Signals	Price list	603-627-7877
Eupen	Price list	1-800-419-5100
Larsen	Price list	1-800-268-3662
Maxrad Inc	Price list	1-800-323-9122

Radio Waves Inc	Price list	978-459-8800
RFS Cablewave	Price list	1-800-321-4700
Sinclair	Price list	1-800-288-2763
Telewave Inc	Price list	408-929-4400
Teracom	Price list	207-627-7474
Times Microwave	Price list	203-949-8400
Tripoint Global	Price list	828-464-4143
TX/RX Systems Inc	Price list	1-800-866-8979

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

4.4.3.4 Contractor Experience and Capabilities

Contractors shall include information on past experience with similar requirements.. Contractors shall describe how their organization can meet the qualifications of this RFP and shall include the following:

- 1) An overview of the Contractor's experience providing equipment and services similar to those included in this RFP. This description shall include:
 - A summary of the services offered
 - The number of years the Contractor has provided these services
 - The number of clients and geographic locations the Contractor currently serves
 - If not a manufacturer, the duration and status of the reseller relationship with the manufacturer
- 2) An organization chart of the Contractor showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
- 3) References of up to three of its customers who are capable of documenting:
 - a) The Contractor's ability to manage projects of comparable size and complexity
 - b) The quality and breadth of services provided by the Contractor
 - c) Each client reference must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization

- The services provided, scope of the contract, geographic area being supported, performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels).

d) An explanation of why the Contractor is no longer providing the services to the client organization, should that be the case.

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

4.4.3.5 Financial Capability

The Contractor shall include the following:

- 1) Evidence that the Contractor has the financial capacity to provide the services
- 2) Financial Statements. Provide copies of the last two (2) year end financial statements (independently audited preferred) and an analysis of those financial statements.

4.4.3.6 Legal Actions Summary

The Offeror shall include the following:

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

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

4.4.3.7 Certificate of Insurance

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

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

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

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

\$2,000,000 - General Aggregate Limit (other than products/completed operations)
\$2,000,000 - Products/completed operations aggregate limit
\$1,000,000 - Each Occurrence Limit

\$1,000,000 - Personal and Accidental Injury Limits

\$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

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

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

4.4.3.8 Economic Benefit Factors

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

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

4.4.3.9 Subcontractors

Contractors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract. However, disclosure of MBE subcontractors at this point is optional.

4.5 Volume II - Financial Proposal

4.5.1 Financial

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor must submit an original unbound copy, three (3) copies, and an electronic version in MS Excel 2000 of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified in **Attachment**

F, Price Bid Forms Sheets F-1 through F-8. Complete the Price Bid Forms only as specified in the Financial Proposal Form Instructions.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.2 Technical Criteria

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

- 1) Contractor experience and capabilities that illustrate the Contractor's ability to successfully meet the requirements of this RFP. (Ref. Section 4.4.3.4)
- 2) Economic benefit factors. (Ref. Section 4.4.3.8)

5.3 Financial Criteria

All qualified Contractors will be ranked from the lowest to the highest price based on their total price proposed.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Contractors 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 Contractor whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

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

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an

award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. 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.

5.5.2 Selection Process Sequence

- 5.5.2.1 The first step in the process will be to assess compliance with the Contractor Minimum Qualifications set forth in Section 2 of the RFP. Contractors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.
- 5.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 5.5.2.3 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.
- 5.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.5.3 Award Determination

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

ATTACHMENTS

In accordance with State Procurement Regulations:

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

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

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

ATTACHMENT D- Attachment D intentionally left blank.

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

ATTACHMENT F – Price Bid Form Instructions and Price Bid Forms F1 and F2. Price Bid Forms must be completed and submitted as the Financial Proposal.

ATTACHMENT A - CONTRACT

**WIRELESS ANTENNAE, TRANSMISSION LINE AND RF CONDITIONING
HARDWARE CONTRACT**

THIS CONTRACT is made this _____ day of _____, 20__ by
and between

_____ and the **STATE OF MARYLAND**, acting through
the **DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION
TECHNOLOGY**.

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

1. Definitions

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

- 1.1 “Contract Manager” means **(Insert Name)** of the Department.
- 1.2 “Contractor” means _____ whose principal business address
is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Department of Budget and Management
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means **(Insert Name)** of the Department.
- 1.6 “RFP” means the Request for Proposals for Wireless Antennae, Transmission Line and
RF Conditioning Hardware, Project 050R#####.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 Contractor shall provide Wireless Antennae, Transmission Line and RF conditioning
hardware to support the State’s communications network architectures. The equipment shall be
provided in accordance with this Contract and the following exhibits, which are attached and
incorporated herein by reference. If there is any conflict between this Contract and the Exhibits,
the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following
order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. 050RXXXXX
- Exhibit B – Contractor’s Technical Proposal dated _____.
- Exhibit C - Contractor’s Financial Proposal dated _____.

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

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor's Proposal in accordance with the RFP. The term of this Contract is for a period of five (5) years, commencing on the date that the Department executes this contract and terminating on **January 31, 2005**. The Contractor shall provide equipment and services upon receipt of a Notice to Proceed from the State of Maryland Project Manager.

4. Consideration and Payment

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

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

5. Rights to Records

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

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

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

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

6. Patents, Copyrights, Intellectual Property

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

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Agency against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 7.3 below.

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

7. Confidentiality

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

violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Loss of Data

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

9. Indemnification

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

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

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

10. Non-Hiring of Employees

No employee of the State of Maryland whose duties as such employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes

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

12. Maryland Law

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

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

13. Nondiscrimination in Employment

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

14. Contingent Fee Prohibition

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

15. Non-availability of Funding

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

16. Termination for Cause

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

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

17. Termination for Convenience

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

18. Delays and Extensions of Time

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

19. Suspension of Work

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

20. Pre-Existing Regulations

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

21. Financial Disclosure

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

agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contribution Disclosure

The Contractor shall comply with Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

23. Retention of Records.

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

24. Representations and Warranties.

The Contractor hereby represents and warrants that:

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

25. Cost and Price Certification

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

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27. Administrative

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

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

If to the State: Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Attention: Contract Officer State of Maryland Network Communications Equipment

If to the Contractor: _____

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

CONTRACTOR

By: _____

_____ Date

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____

Date _____

Witness: _____

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

Assistant Attorney General

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

Attachment A Rev 02/21/02

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 14-101 -- 14 –104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

- (ii) The business' policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;
- (h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Contract Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____
Address: _____

[If not applicable, so state].

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____
(Authorized Representative
and Affiant)

BPAFF
6/13/01

ATTACHMENT C – 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 Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

DATE: _____

BY: _____
Signature

(Authorized Representative and Affidavit)

ATTACHMENT D – INTENTIONALLY LEFT BLANK

THIS SECTION WAS INTENTIONALLY LEFT BLANK.

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. 050R5800331

**WIRELESS ANTENNAE, TRANSMISSION LINE AND RF CONDITIONING
HARDWARE**

A Pre-Proposal Conference will be held at 45 Calvert Street, Room 164 A&B, on July 21, 2005, at 10:00 am. Please return this form by July 19,2005 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Xxxxx.Xxxxx at 410-260-XXXX.

Return or fax this form to the Procurement Officer:

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

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Signature

Title

ATTACHMENT F - FINANCIAL PROPOSAL FORM INSTRUCTIONS

1. In order to assist Contractors in the preparation of their Financial Proposals and to comply with the requirements of this solicitation, Attachment F - Financial Proposal Form Instructions and Proposed Price Form Sheets F1 thru F-8 have been prepared. Contractors must submit their Financial Proposals on these forms in accordance with the instructions on the forms and as specified herein. ***Contractors must prepare a complete set of forms for each Manufacturer's Product Line being offered and submit each set separately.***
2. The Price Bid Forms Sheet F-1 thru F-8 are to be completed, signed and dated by an individual who is authorized to bind the Contractor to all prices and discounts offered. Enter all information in the spaces provided.
3. *All criteria included in these forms, i.e., the estimated quantity or amounts for various items shown on the forms, are for price evaluation purposes only. The State reserves the right, at its sole discretion, to purchase in different quantities than those referenced in the proposed price forms. The State reserves the right, at its sole discretion, not to purchase any equipment or service proposed under this RFP.*
4. Contractors are required to record the unit prices, percentages, etc., for each listed element. Where appropriate, calculate the extended price and compute a total. All unit/extended Prices must be clearly typed or written in ink with dollars and cents, e.g., \$24.15.
 - i. All percentages must be expressed as decimals and be typed or written in ink with no more than three decimal places,(e.g. Record "0.155" for 15.5%)
 - ii. All Unit Prices must be the actual unit prices the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner. All percentages proposed must be the actual minimum percentage reductions that will be applied to any item on the manufacturer's suggested retail price lists (MSRP).
 - iii. All goods required or requested by the State and proposed by the Contractor at No Cost to the State must be clearly entered in the unit and extended price with \$0.00.
 - iv. For any product line proposed all goods required or requested within a product line by the State must be offered by the Contractor.
 - v. Except as instructed on the form, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.

5. **Contractors must record the required information on each table as follows:**

- a. **Sheet F-1 – Antennas & Antenna Systems – Land Mobile Radio (LMR)** - select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.
For the purpose of price evaluation & comparison only, Column B contains a “model” dollar value. The actual purchases by the State will vary and no guarantee of any purchases is made or implied by this number. In Column C, record *in decimals* the discount from the respective MSRP for the purchase of any proposed equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.
In Column D, record the results of multiplying Column B by Column C for each product line.
- b. **Sheet F-2 — Antennas & Antenna Systems – Microwave Antennas** - select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.
For the purpose of price evaluation & comparison only, Column B contains a “model” dollar value. The actual purchases by the State will vary and no guarantee of any purchases is made or implied by this number. In Column C, record *in decimals* the discount from the respective MSRP for the purchase of any proposed equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.
In Column D, record the results of multiplying Column B by Column C for each product line.
- c. **Sheet F-3 - Antennas & Antenna Systems – Microwave Antenna Radomes** - select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.
For the purpose of price evaluation & comparison only, Column B contains a “model” dollar value. The actual purchases by the State will vary and no guarantee of any purchases is made or implied by this number. In Column C, record *in decimals* the discount from the respective MSRP for the purchase of any proposed equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.
In Column D, record the results of multiplying Column B by Column C for each product line.
- d. **Sheet F-4 - Antennas & Antenna Systems – RF Optimization Equipment**, select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.
For the purpose of price evaluation & comparison only, Column B contains a “model” dollar value. The actual purchases by the State will vary and no guarantee of any purchases is made or implied by this number. In Column C, record *in decimals* the discount from the respective MSRP for the purchase of any proposed equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.

In Column D, record the results of multiplying Column B by Column C for each product line.

- e. **Sheet F-5 - Transmission Line & Cable – Coaxial-Cable & Transmission Line**, select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.

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

In Column D, record the results of multiplying Column B by Column C for each product line.

- f. **Sheet F-6 - Transmission Line & Cable – Connectors for Transmission Line**, select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.

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

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

- g. **Sheet F-7 - Transmission Line & Cable - Wave-guide Connectors & Accessories**, select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.

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

In Column D, record the results of multiplying Column B by Column C for each product line.

- h. **Sheet F-8 - Transmission Line & Cable - Dehydrator Systems**, select the Item # or #'s for the product line(s) you are proposing. Column A identifies the product lines.

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

equipment. This is the minimum discount from the MSRP that the State will obtain on the purchase of equipment.

In Column D, record the results of multiplying Column B by Column C for each product line.

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