

Request for Proposals

Telecommunications Equipment and Services (PBX III)

PROJECT NO. 060B1400048



S T A T E O F M A R Y L A N D
D E P A R T M E N T O F I N F O R M A T I O N T E C H N O L O G Y

DEPARTMENT OF INFORMATION TECHNOLOGY

Issue Date: Thursday, November 18, 2010

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

KEY INFORMATION SUMMARY SHEET
STATE OF MARYLAND
Request For Proposals
Telecommunications Equipment and Services (PBX III)
PROJECT NUMBER 060B1400048

RFP Issue Date: Thursday, November 18, 2010

RFP Issuing Office: Department of Information Technology

Procurement Officer: Edward Bannat
Phone #: 410-260-7662
Fax: (410) 974-5615
Email: Edward.Bannat@DoIT.state.md.us

Proposals are to be sent to: Department of Information Technology
45 Calvert Street, Room 445
Annapolis, MD 21401
Attention: Edward Bannat

Pre-Proposal Web Conference: Monday, December 06, 2010, 10:00 AM

Request Registration email from PBXIII@doit.state.md.us

Closing Date and Time: Wednesday, January 05, 2011, 2:00 PM Local Time

NOTE

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1.4 Master Contract Type

The Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.05 and 06. Fixed Price (FP) and Time and Material (TM) POs as described in each respective PORFP will be issued under the Master Contract, as appropriate to the type of services being requested.

1.5 Master Contract Duration

The initial term of this Contract shall be for a period of four (4) years. The State, at its sole option, shall have the unilateral right to extend the master contract for two (2) additional two-year terms.

1.6 Procurement Officer

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

Edward Bannat
Department of Information Technology
45 Calvert Street, Room 445
Annapolis, Maryland 21401
Phone Number: 410-260-7662
Fax Number: 410-974-5615
Email: Edward.Bannat@DoIT.state.md.us

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

1.7 Contract Manager

The State CM monitors the daily activities of the Contract and provides technical guidance to the Master Contractors. The State CM will be determined prior to award of the Master Contract.

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

1.8 Pre-Proposal Web Conference

A Pre-Proposal Web Conference will be held on Monday, December 06, 2010, beginning at 10:00 AM. Attendance at the Pre-Proposal Web Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's MBE goals.

The audio and any PowerPoint presentation elements of the Pre-Proposal Web Conference will be recorded and made available via the DoIT website. The website will also include a list of attendees registered for the web conference.

Those wishing to attend the web conference may request a meeting invitation by emailing PBXIII@doit.state.md.us no later than 4:00 PM on Thursday, December 02, 2010. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 4:00 PM on Friday, December 03, 2010.

1.9 Use of eMarylandMarketplace

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT web site (www.DoIT.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Information Technology (DoIT) is issuing this Request for Proposals (RFP) to procure telecommunications equipment and related services for the State of Maryland (State). The Master Contract resulting from this RFP will provide State agencies with the flexibility of obtaining telecommunications equipment and services quickly and efficiently by issuing Purchase Order Requests for Proposals (PORFP) specific to their needs.

1.1.2 The scope of this solicitation encompasses three functional areas. The functional areas are as follows:

Functional Area 1 – Hardware, Software, and Licenses

Functional Area 2 – Maintenance Services

Functional Area 3 – Time and Material Labor

1.1.3 DoIT intends to award a Master Contract to all Offerors that the State determines to be qualified. Offerors may propose to one, two or all three functional areas. **However, an Offeror may not propose to only Functional Area 3 – Time and Material Labor.**

PORFPs containing requirement specifications will be issued, as needed, throughout the term of the Master Contract. All eligible Master Contractors will be invited to submit proposals in response to each PORFP (PO Proposal). Based on the evaluation of PO proposals submitted, and as specified in the PORFP, a single or multiple Master Contractor(s) will be selected for award. A specific Purchase Order (PO) will then be entered into between the State and the selected Master Contractor(s), which will bind the Master Contractor(s) to the contents of its proposal, including its price. A PORFP, PO Proposal, or PO may not in any way conflict with or supersede the Telecommunications Equipment and Services (PBX III) contract.

1.2 Background

In 2005, the PBX I contract was awarded for the provisioning of a statewide network of telecommunications equipment. For a variety of reasons, the consolidated network has never occurred and the State continues to procure and operate voice and video systems independently. With the advent of Voice Over Internet Protocol (VoIP) technology, the State now believes that inter-agency integration must occur on a functional, not a technological basis, and that a single vendor approach does not allow the State sufficient competitive alternatives in a rapidly evolving marketplace.

Therefore, DoIT has developed the PBX III Master Contract approach to meet the following objectives:

- Create a competitive environment for telecommunications equipment and services throughout the life of the Master Contract
- Provide access to current technologies throughout the life of the Master Contract
- Provide a basis for functional integration of technology from various manufacturers
- Allow for four basic service levels, which provide consistent language and performance characteristics

1.2.1 PBX III will coexist with PBX I and PBX II until the expiration of PBX I and PBX II.

1.2.2 PBX III is intended to coexist with other State contracts, including, but not limited to:

- Assistive Telecommunications Equipment (ATE) and Associated Peripherals
- Cable & Wiring (C&W) Services Contract

- Call/Contact Center Services
- Consulting and Technical Services (CATS II)
- Commercial-off-the-Shelf (COTS) Software Master Contract
- High Capacity Circuit Services
- Local Telecommunications Services
- Long Distance Services
- Microsoft Select and Enterprise Software and Services Large Account Reseller
- Microwave and Ancillary Equipment
- Mobile Devices and Services
- Paging Services and Equipment
- Software Enterprise License Agreements (ELA)
- Toll Free Services

Equipment procured under PBX III must interoperate with the services and equipment procured under these contracts.

1.3 Abbreviations and Definitions

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

Agency – A unit of the Executive Branch of Maryland State government

COMAR – Code of Maryland Regulations, available on-line at www.dsd.state.md.us

Private Branch Exchange Equipment, Systems and Services (PBX I) Master Contract – Precursor to PBX III; Blanket Purchase Order Number 060B0400001; contract term expires 6/30/2011

PBX, EKTS, Hybrids, VOIP and Other Peripherals, Equipment, Software, Services, and Maintenance (PBX II) Master Contract – Precursor to PBX III; Blanket Purchase Order Number 060B9800008; contract term expires 5/31/2011

Telecommunications Equipment and Services (PBX III) - This RFP for DoIT, Project Number 060B1400048, dated Thursday, November 18, 2010, including any amendments

Contract Manager (State CM) – The State representative who serves as the manager for the resulting Master Contract. The State CM monitors the daily activities of the Master Contract and provides guidance to Master Contractors

COTS – Commercial- off- the- Shelf Software

Dashboard Software – A software application that provides summary management-level information about the operation or performance of one or more systems

DoIT- Department of Information Technology

EBT - Electronic Benefit Transfer (EBT) is a system that allows a recipient to authorize transfer of their government benefits from a Federal account to a retailer account to pay for products received

Fixed Price – Type of payment for performing under a PO, whereby the exclusive payment to the PO Contractor for products delivered or performance of services is at a firm price

Fixed Hourly Labor Category Rates - Fully loaded, all-inclusive hourly rates established in the Master Contract that include all direct and indirect costs and profit for the PO Contractor to perform a PO. Indirect

costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs that cannot be directly attributable to a PO. Non-routine travel costs will be identified in a PORFP, when appropriate, and in accordance with Section 3.14 of this RFP

Issuing Agency – The unit of the Executive Branch of the State of Maryland government soliciting services under the PBX III contract via PORFP

Local Time - Time in the Eastern Time Zone as observed by the State

MAC – Moves, Adds, Changes

Master Contract — The contract between DoIT and each of the Offerors determined technically capable of performing the requirements of this RFP

Master Contractor (MC) – An Offeror who is awarded a Master Contract under this RFP

MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT) under COMAR 21.11.03

Manufacturer’s Suggested Retail Price (MSRP) – The ordinary publicly disclosed price for a specific component that is recommended by an Original Equipment Manufacturer (OEM) for resale through various sales channels. Also called “List Price”, this value is the same for all customers at any given time. This is the starting point for discounting by the OEM and/or some or all of the resellers for a specific sales situation, however, the MSRP is the undiscounted value

Notice To Proceed (NTP) - A formal notification from the State PO Manager that the specific PO Contractor selected to perform under a PO should immediately, or as of a date contained in the notice, begin performance of the PO. A PO may also serve as an NTP

Original Equipment Manufacturer (OEM) – The manufacturer who initially created a discrete component sold under this contract under the OEM’s brand name. The OEM might directly sell the component or there may be one or more resellers in the value chain. Combination of multiple OEM components into a single assembly does not constitute the manufacture of original equipment unless all of these conditions are met:

- The new manufacturer publicly advertises the single assembly under its own brand
- The manufacturer publishes an MSRP for the single assembly
- An economy of scale exists in the manufactured quantity of such assemblies that the pricing to the State is substantially better than the State contracting for the assembly of the discrete components on its own

Within this RFP a “Primary OEM” is one of the 11 manufacturers listed in Section 2. All others OEMs that provide equipment and services listed in Section 3.3.1 are referred to as a “Secondary OEM”.

Offeror – An entity that submits a proposal in response to this RFP

PBX – Private Branch Exchange; a telephone exchange system that serves a particular business or office

Procurement Officer – The State representative, as identified in Section 1.6, responsible for this RFP, for the determination of Master Contract scope issues, and the only State representative who can authorize changes to the Master Contract

PO Manager (Purchase Order Manager) – The State’s representative who is identified in a PORFP or a PO, who will supervise the PO Contractor

Purchase Order (PO) – A contract issued by the PORFP Issuing Agency to the Master Contractor selected for award for a PORFP, based on the PO Proposal submitted by the Master Contractor. A PO will govern

the specific PORFP scope and performance aspects. All terms and conditions contained in the PBX III Master Contract shall apply to all POs

PO Contractor (Purchase Order Contractor) – A Master Contractor that has been awarded a PO for a specific PORFP

PORFP Procurement Officer - The Procurement Officer identified in the PORFP who has the sole responsibility for the management of the PORFP process, issuing of any PO that may result from the PORFP, for the resolution of PO scope issues, and for authorizing any changes to the PO

PO Proposal (Purchase Order Proposal) – The technical and financial response by a Master Contractor to a PORFP

Purchase Order Request for Proposals (PORFP) – A solicitation document that describes all specifics regarding the technical specifications, performance characteristics, and service levels as required by the State for a given solicitation of telecommunications equipment and services under the PBX III Master Contract

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Revenue Neutral – Procurement of services without charge to the State, regardless of the actual costs incurred, since costs are paid by one or more third parties

Small Business Reserve (SBR) – A program in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004, that reserves 10% of the procurement dollars spent by 22 designated agencies for small businesses registered by the Department of General Services (DGS)

Software Source Code Documentation – All design tools, documents and diagrams used in the development of the source code including, but not limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagram, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code

State – State of Maryland

System Acceptance – The Issuing Agency’s written agreement, signed by the PO Manager, that all of the materials have been delivered, installed, tested, documented and placed into operation in accordance with all of the requirements of the PORFP and PO. Delivery receipt by itself is never to be construed as System Acceptance. System Acceptance is not considered an invoice and cannot modify the pricing stated in the PO Proposal and PO.

State Contract Manager – See Contract Manager (State CM)

Telecommunications Equipment – Hardware and software used in the processing of voice and video communications. Conventionally called PBXs, telecommunications equipment now encompasses call-processing servers that transmit voice and video information as packetized data. For the purpose of this procurement and resulting Master Contract, data communications equipment is not included

Time and Material - Type of payment to the PO Contractor, specific to PO performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a PO, plus the actual cost of any materials provided. The labor category hourly rates may not exceed the hourly rates specified in the Master Contract. The PO Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its principals or employees, or those of subcontractors, totally and productively in the performance of the specific PO. In addition, the PO Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of a PO. The fixed hourly labor category rates, plus the actual cost of materials, and travel (Section 3.14) will be the only payment made for this type of PO

1.4 Master Contract Type

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SECTION 3 – SCOPE OF WORK

3.1 Scope

3.1.1 The scope of this solicitation encompasses the following 3 functional areas:

Functional Area 1 – Hardware, Software and Licenses

Functional Area 2 – Maintenance Services

Functional Area 3 – Time and Material Labor

3.1.2 The scope of services contained herein is intended to outline the general requirements under this RFP. Specific details of scope, time and budget will be provided in each individual PORFP.

3.2 General Requirements

The contract anticipates that there are OEMs and resellers of OEM equipment who may all qualify as Master Contractors. In responding to any PORFP for which a Master Contractor proposes the purchase of any equipment and/or COTS software in its PO Proposal, a Master Contractor shall specifically identify in its PO Proposal the OEM brand name, model, and other specifics of each different piece of equipment and/or COTS software proposed for use by the State.

Based on the requirements of individual PORFPs, the following applies:

3.2.1 Data

Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a PORFP shall become the property of the State. The Issuing Agency is considered the custodian of the data and it shall determine the use, access, distribution and other conditions based on appropriate State statutes, regulations and policies.

3.2.2 Required Project Policies, Guidelines and Methodologies

The Master Contractor shall keep itself informed of and comply with all applicable federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. It is the responsibility of the Master Contractor to ensure adherence to and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology;
- The State Information Technology Security Policy and Standards;
- The State Information Technology Project Oversight;
- The State of Maryland Enterprise Architecture.

The Master Contractor shall follow the project management methodologies that are consistent with the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) Guide. Master Contractor's staff and subcontractors are to follow a consistent methodology for all PORFP activities.

The Master Contractor shall apply a structured methodology to identify, evaluate, and select hardware, software, and services (e.g., telecommunications services, Internet access services, software maintenance) to meet specific requirements and when warranted, adjusting the methodology, including prototypes and pilots, to mitigate risk and projected return on investment. The Master Contractor shall apply proven and new system development methodologies and tools, and defining hardware, software, and firmware requirements. This shall include, but not be limited to providing recommendations and assessments for all systems and technologies in areas such as the following:

- i. COTS evaluations and comparisons,
- ii. COTS integration strategies and feasibility,
- iii. Technology insertion,
- iv. Technology upgrades, and
- v. System concept feasibility

3.2.3 Financial Accounting Solutions

The Master Contractor shall ensure that any financial accounting for fixed and capital assets or assets management performed under any PORFP, shall comply with Government Accounting Standards Board Statement No. 34 (GASB 34). See applicable accounting principles at: www.gasb.org/repmode/index.html

3.3 Functional Area Descriptions

Secondary competition solicitations, called PORFPs, will be issued to Master Contractors who have been qualified in the Functional Area applicable. The State will make a determination of the applicable Functional Area and contract vehicle prior to release of a PORFP.

3.3.1 Functional Area 1 – Hardware, Software and Licenses

This Functional Area includes hardware and software necessary for voice communications. This Functional Area includes the following:

- i. PBX hardware, software and licenses including, but not limited to
 - Trunk cards including Analog, ISDN PRI, T-1 (including QSIG, 2-wire E&M, and 4-wire E&M) and VoIP (including H.323 and SIP)
 - Station cards including analog, digital, ISDN, ethernet and paging
 - Call processors and DSP modules
 - Power supply modules
 - Shelf and/or card cages
 - Management interfaces
 - Voice processing software
- ii. Station Equipment hardware, software and licenses including, but not limited to:
 - Analog telephone handsets
 - Digital telephone handsets
 - VoIP (including SIP and H.323) telephone handsets
 - Wireless TDM and/or VoIP telephone handsets

- Attendant consoles (including software implementations)
 - Soft phones
 - Corded and cordless headsets
 - Converged telephone handsets, which may have WiFi (including 802.11 a/b/g/n), cellular 2G/3G/4G (including GSM, CDMA, WiMAX, or LTE) communications capability on the condition that the device also operates as a PBX station and not just a cellular device.
 - Speakerphones and related microphones and control
 - Sidecar add-on modules
- iii. Voice mail hardware, software and licenses including but not limited to trunk interfaces, storage, power, management, unified messaging and auto-attendant features
- iv. Contact center hardware, software and licenses including, but not limited to:
- Contact center seats
 - Interactive Voice Response (IVR)
 - Agent Call Distribution (ACD)
 - Computer Telephone Integration (CTI)
 - Call recording (either trunk-side or station-side)
 - Take-back-and-transfer
 - Supervisor terminal
- v. Wallboards
- vi. Dashboard software
- vii. Fax server hardware, software and licenses
- viii. Enhanced 911 server hardware and software
- ix. Unified communications hardware, software and licenses
- x. Video conferencing hardware, software and licenses, including but not limited to:
- Video and audio bridges
 - Encoder/Decoders (Codecs)
 - Smart board technology
 - Cameras
 - Video projectors
 - Video monitors
 - Control units
- xi. Ancillary equipment that principally serves the items above. This may include:
- Uninterruptible Power Supplies (UPS) and other power conditioning equipment
 - Equipment cabinets
 - Rack-mounted cooling systems

- Servers and personal computers
- Keyboards, Video Monitors, mice, and KVM switches

Equipment delivered in this functional area must have certain capabilities, as identified in Sections 3.3.1.1, 3.3.1.2, 3.3.1.3, and 3.3.1.4, which will enhance the State's ability to integrate voice systems among State agencies.

3.3.1.1 Exchange of Directory Information

Systems procured under this Master Contract and that maintain an electronic directory of information about the users of that system must have the capability to communicate the directory as a whole using XML. The information must minimally include tagged fields for User Name, User Extension, User Location, and User Equipment Type as well as the System ID and the agency that operates the system. The whole directory must be communicated whenever a change to one of these fields occurs.

3.3.1.2 Common Network Management

Systems procured under this contract must be capable of remote configuration and network and performance monitoring using Simplified Network Management Protocol (SNMP) Version 2 or later. Specific types of alerts and configuration parameters are typically unique to specific components and manufacturers' implementations, but in general, all systems should report the following

- System up/down
- Trunk up/down
- Dropped calls or data/VoIP packets
- Trunk busy
- System capacity exceeds some threshold

3.3.1.3 Inter-Switch Trunking

Call processing systems procured under this contract must have the ability to deliver calls to and from one another on standardized trunks. This will enhance the State's ability to network the voice systems and offer better service to the citizens in the future. Acceptable inter-switch trunking types include:

- ISDN Primary rate Interface (PRI) via dedicated T1 lines
- Session Interchange Protocol (SIP) trunks via dedicated T1, T3, optical carrier lines (including OC-3, or OC-12)
- SIP trunks over an MPLS network via Ethernet or optical carrier lines
- H323 trunks via dedicated T1, T3, optical carrier lines (including OC-3, or OC-12)
- H323 trunks over an MPLS network via Ethernet or optical carrier lines

3.3.1.4 Commercial Grade Products

All hardware procured in this functional area must meet the following standards where applicable

- Underwriters Laboratory Certification
- Federal Communications Commission Standards
- American Disabilities Act Standards (including but not limited to Hearing Aid Compatibility) and Maryland non-visual access (see COMAR 14.33.02)

3.3.1.5 Equipment and COTS Software

Any material provided by the Master Contractor shall only be approved if the price in the PO Proposal is less than, or equal to, the Manufacturer's Suggested Retail Price (MSRP) or GSA Schedule that the Master Contractor provides with the PO Proposal. No additional fees or markups shall be allowed.

In responding to any PORFP for which a Master Contractor proposes the purchase of any equipment and/or COTS software in its PO Proposal, a Master Contractor shall specifically identify in its PO Proposal the OEM brand name, model, and other specifics of each different piece of equipment and/or COTS software proposed for use by the State, the quantity needed and a price for which the Master Contractor will provide the equipment and/or COTS software to the State.

By responding to this RFP and accepting a Master Contract award, a Master Contractor specifically agrees that for any equipment and/or COTS software that it proposes for use by the State in response to a PORFP, the State will have the right to purchase the proposed equipment and/or COTS software from another source, instead of from the selected Master Contractor.

If the State chooses to purchase any equipment or COTS software from a source other than the selected Master Contractor, provided the State purchases the same equipment or COTS software as proposed by the Master Contractor in its PO Proposal, the Master Contractor must agree to accept the equipment and/or COTS software provided by the State and shall integrate it with its service delivery the same as if the Master Contractor had provided the equipment and/or COTS software itself. Barring conclusive evidence of faulty installation or the installation of substandard or defective equipment and/or COTS software by another party, including the State, the PO Contractor may not use the fact that it did not directly provide the equipment and/or COTS software as an excuse for non-performance of any deliverable under a PO.

3.3.1.6 Life Cycle Support

Master Contractors must ensure that equipment provided under this functional area must be in current production by the OEM and the OEM must guarantee a minimum of three years of support from date of purchase unless specified otherwise in the PORFP.

Master Contractors must promptly provide the Issuing Agency with life cycle support notices from the OEM for any hardware or software sold under this contract per the following table:

Notice Type	Meaning	Notification Requirement
End of Hardware Production	Equipment will no longer be manufactured, but technical support may continue for some time afterwards. Warranty replacement will be honored using existing inventory. Reconditioned units may or may not be available after this date.	60 days
End of Hardware Support	The OEM will no longer provide technical support for the equipment. No equipment (new or reconditioned) is available from the OEM.	60 days
New Software Release	A new version of software is available.	30 days
End of Software Support	An existing software version will no longer be sold or supported.	60 days

New software release notification must include a description of the minimum hardware requirements, feature enhancements, bug fixes, and known problems of the new release. The Master Contractor must additionally provide every agency that purchased the software with a

statement of how the new release will impact their system. The Issuing Agency may elect to postpone software implementation or elect to pass over one or more releases.

3.3.1.7 Custom Software

The State strongly prefers that software be purchased as COTS with maintenance and routine enhancements and bug fixes organized into a structured set of software version releases. However, the state of the art for telephony, especially in high volume environments such as IVR and ACD equipped call centers, requires that a limited provision for custom software services be included. This limitation shall be subject to the conditions below.

The State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under a PO.

Upon a Master Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Master Contractor's dissolution, Master Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Master Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated software source code documentation that comprises any solutions proposed as a part of the Master Contract or PO. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and software source code documentation. For all custom software provided to the State pursuant to any PO, the PO Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code, and software source code documentation, to a State-approved escrow agent. The PO Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location that is located in the Maryland that is acceptable to the State. Two copies of the source code shall be stored on media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

The PO Contractor shall provide the following:

- i. Name, address, and telephone number of the third party who acts as escrow agent;
- ii. Source code escrow procedures;
- iii. Name, address, telephone number of party who audits the escrow account;
- iv. Frequency of updates and maintenance of source code at the escrow agent; and
- v. Description of licensing arrangements and associated costs.

The State shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the PO Contractor. This audit shall be scheduled at the request of the State. The State shall be provided with software or other tools required to view all software source codes.

3.3.2 Functional Area 2 – Maintenance Services

This Functional Area includes continuous system and/or software maintenance coverage provided on a monthly fixed fee basis for equipment and services as described in Section 3.3.1. This shall include, as applicable: equipment replacement parts including battery back-ups, new versions, updates, enhancements and modifications to the equipment and/or software.

The Master Contractor shall provide technical support, including, but not limited to, troubleshooting, help desk, hardware, network, and vendor-provided third-party software-related services. Any electronic support shall be done in an encrypted and secure environment. The Master

Contractor's personnel shall be certified telephone systems technicians specifically trained for working on the installed systems through a program of instruction approved by the manufacturer.

The Master Contractor shall provide an emergency call procedure to accommodate emergency maintenance. The procedure shall include the names, telephone numbers, and 24 hour contact information of the individuals to be contacted should an emergency arise, as well as, time periods between escalation levels. Names and contact numbers of management escalation contacts through the senior management level shall be included in the procedure. Escalation procedures shall be updated and sent to the State CM within 30 days of the changes.

The Master Contractor shall update all documentation to incorporate any changes of the equipment and/or software products. The Master Contractor shall provide the Issuing Agency with copies in hard copy and in electronic format or as directed in a PO. The Issuing Agency has the right to reproduce the copies for the Issuing Agency staff use or their agent's use and including posting on a secure Internet site or internal web portal.

The Master Contractor shall be responsible for resolving problems, formally documented and reported by the Issuing Agency, in performance, malfunction, or deviation from the approved technical specifications of the equipment and software, including any compatibility problems with third party software, or operating system software. Proposed corrective action by the Contractor shall be reviewed and approved by the Issuing Agency before the Master Contractor proceeds with implementation of the corrective action.

There shall be four standard service levels for the PBX III contract: Bronze, Silver, Gold and Platinum. Specific PORFPs may require one or a combination of these service levels and they may also request special service levels that deviate from these standards. This can apply to hardware and software provided under this contract or functionally similar hardware and software operating at the State at the time of contract award.

The standard service levels are defined by the following parameters, measured on a monthly basis for each calendar month or partial calendar month for the period of performance of any PO:

	Bronze Service	Silver Service	Gold Service	Platinum Service
Equipment Maintenance	Excluded	Included		
Software Maintenance	Included			
Preventative Maintenance	Excluded		Included	
Service Desk Capabilities	Email, Chat, and Toll-free phone			
Service Desk Hours	10 hours on State business days only		24 hours per day, 365 days per year	
Average Speed of Answer (ASA)	120 seconds		60 seconds	
90 th Percentile Speed of Answer	300 seconds		120 seconds	
First Call Resolution Percentage	40%			
Response Time to Site - Catastrophic	Not Applicable (these services could be supplied on a T&M basis using Functional Area 3 - Time and Material Labor.	4 Hours	2 hours	30 minutes
Response Time to Site - Major		Next Business Day	6 hours	2 hours
Response Time to Site - Minor		Next Business Day		
Mean Time to repair (MTTR)		2 business days	10 hours	4 hours
90 th Percentile MTTR		3 business days	24 hours	8 hours
Status Frequency - Catastrophic		4 Hours	1 Hour	1 Hour
Status Frequency - Major		Next Business Day	4 Hour	1 Hour
Status Frequency - Minor		As needed	Daily	Twice per day

Equipment Maintenance - The PO Contractor shall ensure that the equipment remains compatible with the current and future Issuing Agency systems or any third party software used to perform Issuing Agency business functions.

Software Maintenance - The PO Contractor shall ensure the software remains compatible with the current Issuing Agency systems or any third party software used to perform Issuing Agency

business functions. The PO Contractor shall provide to the Issuing Agencies enhancements and modifications of the software products supplied by the PO Contractor:

- i. as a result of ongoing maintenance;
- ii. to ensure the Issuing Agency's systems will not become obsolete when new technology has been introduced in the telecommunications industry that offers greater operating efficiency;
- iii. as required to correct malfunctions, defects, or operational problems;
- iv. as required as a matter of federal law, regulation in connection with the Issuing Agency's business, or policies and standards; and
- v. as specified by the Issuing Agency.

The PO Contractor shall load the most current version of virus protection software on all servers prior to installation of the equipment. The PO Contractor shall update any supplied system, management or virus protection software as new software patches/updates are made available by the vendors even if this requires the PO Contractor to perform the work outside of the normal preventative maintenance schedule.

Any software updates including virus protection software and operating system critical updates shall be provided at no additional charge and installed within one week of vendor release/announcement or as approved by the State during the term of the PO from the date of System Acceptance.

The Issuing Agency may elect to postpone a software release and will provide written notice to the Master Contractor of any decision to defer an upgrade. The period of this deferral is at the sole discretion of the Issuing Agency and may be indefinite.

Preventative Maintenance – This service shall include both on-site and remote preventative maintenance. Remote preventative maintenance shall include the Service Desk monitoring alarms and vital statistics of the system to ensure that the system is functioning properly. On-site preventative maintenance shall include at least quarterly visits to the equipment location to perform the following tasks:

- Cleaning of ventilation fans
- Checking for leaks onto or from the equipment
- Inspecting the physical condition of the system and cabling for mechanical or environmental defects
- Clean any tape drive or printer heads
- Inspect stock of consumables
- Create two copies of the system software and current configurations, providing one to the Issuing Agency and retaining one in the office of the Master Contractor
- Test all automatic failover and battery back-up systems to ensure they are functioning properly
- Audit of system resources in use with recommendations to improve system performance and availability

The PO Contractor shall specify and comply with the manufacturer's recommended preventative maintenance required for each of the systems to include frequency, duration, and include a description of the preventative maintenance.

The PO Contractor shall program new area codes and exchanges in the PBX, EKTS, Hybrid or VoIP as part of the preventative maintenance. The new area codes and exchanges shall be programmed prior to the time the new codes and exchanges are activated even if this requires the PO Contractor to perform the work outside of the normal preventative maintenance schedule.

The Contactor shall conduct the routine preventative maintenance in coordination with the using Agency.

During routine preventative maintenance, the PO Contractor shall examine all system components and replace defective components, if found.

The PO Contractor shall provide the using Issuing Agency a Corrective Action Plan after the Preventative Maintenance is conducted. This plan shall include, but not be limited to description of all found defective system components, action taken, and any system recommendations.

Service Desk Capabilities - The PO Contractor shall provide unlimited telephone consultation via a toll-free hot line. The PO Contractor must also provide unlimited email and/or chat support via the Internet based on the table above. The Service Desk must maintain both a web portal and an email capability to accept inquiries or trouble reports from the State. The PO Contractor shall have a service center staffed to accept problem calls for equipment and software. There shall be one toll-free telephone number, which shall be identified in the proposal, which the State can use to reach the Service Center. The Service Center shall have live operator availability, web-based reporting and problem tracking, escalation table and process, and status reports. Prior to closing problems, the Service Center technician must provide a status to the originator and obtain approval from the originator to close the ticket.

Service Desk Hours – These are the hours and days of the week that the Service Desk is available to take live calls, email, or chat. Outside of Service Desk Hours, calls will go to a voicemail message system and these messages or email will be acted upon when the Service Desk reopens. Chat requests will receive a message that the Service Desk is closed.

Average Speed of Answer (ASA) – The average number of seconds it takes for a live operator at the Service Desk to answer a call from the State. Time spent navigating auto-attendants, IVRs, and other automated selection systems is included in the ASA.

90th Percentile Speed of Answer - The number of seconds within which 90% of the calls from the State are answered by a live operator at the Service Desk. Time spent navigating auto-attendants, IVRs, and other automated selection systems is included in the 90th Percentile Speed of Answer.

First Call Resolution Percentage – This is the number of tickets closed out within 30 minutes of the initial call divided by the total number of tickets. First Call Resolution calls include inquiries handled by the vendor’s Service Desk and troubles that can be corrected through remote access where a technician did not have to be dispatched. To meet the definition of First Call Resolution, the ticket must have been opened and closed within 30 minutes of the call to the Service Desk. If the problem was resolved after the initial call, a call-back is required to confirm that the problem has been fixed or the inquiry answered before the ticket can be closed.

Mean Response Time to Site – The average time for all trouble tickets that are not resolved on the first call and that require a technician to respond to a State of location to repair the problem. The time for each trouble ticket is measured as the time from the initial call to the Service Desk until the technician arrives on site. Time spent by the technician waiting for access to State facilities will not count if and only if the State agreed with the Service Desk to provide access before the technician was dispatched. This service level is dependent upon the type of impairment experienced.

Mean Time to Repair (MTTR) – The average elapsed time from open to closed for all trouble tickets that are not resolved on the first call. This would include tickets on which a technician was dispatched and problems fixed remotely that took more than 30 minutes. Mean time to Repair

includes response time to site and time to repair, even if the repair took multiple trips. This service level is dependent upon the type of impairment experienced.

90th Percentile MTTR – The elapsed time at which 90% of all calls are repaired and the ticket closed out.

Status Frequency – This is the time interval between updates from the PO Contractor to the Issuing Agency regarding repair efforts. This service level is dependent upon the type of impairment experienced.

A Disaster Recovery plan shall be in place for Catastrophic Failures during installation and throughout the operational life of the system. The plan shall be coordinated with the Issuing Agency and include provisions for totally replacing the system with interim service.

Status Frequency and Response Time to Site are dependent on the level of outage, which is defined as follows:

Catastrophic Outage – 75% or more of the stations of a given agency at a specific location have lost most of their functionality such as the ability to receive or make calls outside of the building, take voice mail messages, or otherwise process phone calls.

Major Outage – Any problem or set of problems that is not catastrophic but that causes 20% or more of the stations of a given agency at a specific location to be impaired with sufficient problems, so as to disrupt the normal business operation of the State's employees.

Minor Outage – Any problem of a given agency at a specific location that is neither major nor catastrophic.

Unless otherwise specified in the PORFP, the service level for a repair under warranty that is not otherwise on a maintenance contract is Silver.

When a malfunction cannot be immediately diagnosed and corrected, the PO Contractor shall obtain and coordinate the participation of all service suppliers until the source of the problem has been unequivocally established and the malfunction has been corrected. The Issuing Agency must acknowledge that the malfunction has been repaired before the PO Contractor can close out the ticket.

In no instance will the failure to find the source or resolve the problem relieve the PO Contractor of the obligation to restore system operability with the least impact on the users' ability to communicate using the system.

The State reserves the right to adjudicate such malfunctions after the fact and validate charges and/or maintenance credits applicable to the provisions of the Contracts or tariffs involved.

As part of the maintenance responsibility, the PO Contractor shall represent the State with the regulated telephone company in order to identify any problems with the telephone service. The PO Contractor shall be responsible for any telephone company charges as a result of misdiagnosis of problems caused by PO Contractor-supplied equipment or actions by the PO Contractor.

The PO Contractor shall provide a quarterly report on service level performance. This report shall be furnished to each agency serviced by the PO Contractor and shall be specific to the trouble tickets and preventative maintenance efforts for that agency. In addition, the PO Contractor shall provide DoIT with a consolidated report consisting of all trouble tickets for the State followed by copies of any individual agency reports delivered. All reports must contain the actual performance and target performance for the quarter for all service level parameters listed in the table above. This report may be delivered electronically, such as via email, in Acrobat PDF format no later than 10 days following the close of the calendar quarter.

Penalties for failing to meet the target service levels may be included in PORFPs at the discretion of each Issuing Agency.

Generally, maintenance as defined in this functional area does not bill labor by the hour. The cost of labor, travel (including non-routine travel per 3.14), spares and Service Desk are built into the monthly fees. In some exception cases, hourly labor rates may apply and those would be charged in accordance with Functional Area 3 – Time and Material Labor. As an example, Bronze Service is intended for agencies that want to stock their own spares and self-maintain, but need access to technical support services. In rare situations where the agency needs the vendor technician on-site, hourly rates and travel costs may be appropriate if the subject system is no longer under warranty.

MBE requirements will be specified in PORFPs in this functional area.

3.3.3 Functional Area 3 – Time and Material Labor

This Functional Area is for hourly labor and associated travel costs required to design, install, configure, test, commission, and/or operate telecommunications systems. This can apply to hardware and software provided under this contract or functionally similar hardware and software operating at the State at the time of contract award.

Moves, Adds, and Changes (MACs) may be priced either on a time and material basis or as a per unit fee in Functional Area 3. The unit of measure in a per unit might be station moves, or station configuration, or days, or any other unit specified in the PORFP. Under the unit pricing method, the number of hours actually expended are not relevant, only the number of units determines the actual cost.

MBE requirements will be specified in PORFPs in this functional area.

Materials provided under this functional area cannot be hardware or software from Functional Area 1 – Hardware, Software and Licenses. Ancillary equipment (e.g. jacks, blank panels, mounting hardware, and wire) may not exceed 5% of the total PORFP.

IF PROPOSING FUNCTIONAL AREA 3 – TIME AND MATERIAL LABOR THEN AN OFFEROR MUST ALSO PROPOSE FUNCTIONAL AREA 1 – HARDWARE, SOFTWARE AND LICENSES AND/OR FUNCTIONAL AREA 2 – MAINTENANCE SERVICES. FUNCTIONAL AREA 3 – TIME AND MATERIAL LABOR CANNOT BE PROPOSED ALONE.

3.4 Security Requirements

3.4.1 Master Contractors shall comply with and adhere to the State IT Security Policy and Standards where applicable to a PORFP. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DoIT.maryland.gov - search: Security Policy

3.4.2 IT Security

3.4.2.1 The Master Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.

3.4.2.2 The Master Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the PO Manager.

3.4.3 Physical Security:

3.4.3.1 Each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

3.4.3.2 Security Clearance (**May be required by some State Agencies and will be identified as such in the PORFP**):

The Master Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under a PO. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Master Contractor employee providing services on-site at any location covered by the PO. A CJIS Federal background check is necessary for each employee assigned to work on the PO and shall be completed within four (4) months of PO award.

The Master Contractor shall provide certification to the Issuing Agency that the Master Contractor has completed the required CJIS criminal background checks and that the Master Contractor's employees assigned to this PO have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.

The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Master Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- i. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
- ii. any crime within Title 7, Subtitle 1 (various crimes involving theft);
- iii. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- iv. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
- v. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- vi. a crime of violence as defined in CL § 14-101(a).

An employee of the Master Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Master Contract; an employee of the Master Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of the Master Contractor not being permitted to work on that agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Master Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.

3.4.3.3 On-site security requirement(s) (**Required by some State Agencies and will be identified as such in the PORFP**): For all conditions noted below, the Master Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

Any person who is an employee or agent of the Master Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.

Further, the Master Contractor, its employees and agents and subcontractors' employees and agents shall not violate Md. Code Annotated., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Master Contractor will be necessary. The failure of any of the Master Contractor's or subcontractor's

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

Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Master Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Master Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Master Contractor personnel.

- 3.4.3.4 At all times at any facility, the Master Contractor's personnel shall ensure cooperation with State site requirements, which include being escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

3.5 Reports

3.5.1 MBE Reporting

The Master Contractor shall provide the PO Manager MBE reports as required in Attachment D.

3.5.2 Contract Management Oversight Activities Report

DoIT will be performing DoIT contract management oversight on the PBX III Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of PBX III POs. This process shall typically apply to active POs for operations and maintenance services valued at \$1 million or greater, but all PBX III TOs are subject to review.

PO Contractors shall comply with oversight requirements as specified in a PORFP, and as posted on the DoIT web site.

3.5.3 Specialized Reports

Additional reports may be requested in the PORFP.

3.6 Retainage

The State reserves the right to establish retainage for any PORFP issued under this Master Contract, provided that no retainage exceeds 20% of the PO value. Retainage conditions, including the percentage of retainage, whether retainage is cumulative, and the timeframe(s) and conditions(s) for release of retainage will be defined in the PORFP.

3.7 Insurance Requirements

- 3.7.1 Master Contractors shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

- 3.7.2 Master Contractors shall provide a copy of the Master Contractor's current certificate of insurance, which, at a minimum, shall contain the following:

Worker's compensation - The Master Contractor shall maintain such insurance as necessary and/or required under Worker's Compensation Acts, and any other applicable laws.

General Liability - The Master Contractor shall purchase and maintain the following insurance protection on an occurrence and /or aggregate basis as applicable for liability claims arising as a result of the Master Contractor's operation under this RFP.

\$500,000-General Aggregate Limit (other than products/completed operations)

\$500,000-Products/completed operations aggregate limit

\$250,000- Each Occurrence Limit

\$250,000-Personal and Accidental Injury Limits

\$ 50,000-Fire Damage Limit

\$ 5,000-Medical Expense

- 3.7.3 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other type of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities under 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, not less than thirty (30) days advance notice of any non-renewal, the Master 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. All insurance policies must be with a company licensed to do business in Maryland.
- 3.7.4 The Master Contractor shall require that any subcontractors that are utilized to fulfill the obligations of any PORFP obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Master Contractor in any given PORFP.
- 3.7.5 Any PORFP may contain requirements for higher levels of coverage and/or additional types and limits of insurance beyond what is required for Master Contractors under this Section 3.7.

When a specific PORFP has additional insurance requirements, the PO Contractor shall maintain the types and minimum limits of insurance specified above in addition to those specified in the applicable PORFP.

3.8 Invoicing

- 3.8.1 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period, unless specified differently in the PORFP, 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,
 - total amount due,
 - A line item inventory of all items from Functional Area 1 – Hardware, Software and Licenses that includes:
 - item description,
 - vendor part number (must uniquely match a line item on the PORFP Proposal),
 - discounted unit price (must not exceed the discounted unit price on the PORFP proposal for that vendor part number),

- quantity of units, and
- total volume discounted price
- retainage (if applicable), and
- PO 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 Master Contractor provides the required information and the Master Contractor shall not assess, and the State shall not pay, any late payment charges or interest on invoices that do not contain the required information.

3.8.2 The Master Contractor shall submit the invoices to the Issuing Agency identified in the PORFP. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor(s), however, is/are not exempt from such sales and use taxes and may be liable for the same.

3.8.3 Additional invoicing requirements will be established in each PORFP.

Material invoices can only be approved for cost. No additional fees or markups shall be allowed. All material invoices must be signed and dated by the Master Contractor and the original suppliers invoice shall be submitted and attached along with the applicable monthly invoice

3.9 Personnel Qualifications

3.9.1 Master Contractors shall only propose staff available at the time and duration of the PORFP performance period. In response to each PORFP, Master Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 3.15 for each of the labor categories required under the specific solicitation. In the event that labor categories are not identified in a PORFP, Master Contractors shall provide the appropriate labor categories from those specified in Section 3.15.

3.9.2 Specific areas of required expertise may be further defined in a PORFP. The Master Contractors shall certify that all candidates meet the required qualifications. At the option of the State, Master Contractor personnel may be approved for performance in multiple skill categories for which they are qualified; however, one person shall never perform duties of multiple labor categories at the same time in any given PORFP performance period.

3.9.3 Managers, seniors, and other lead labor categories may serve as a Task Leader on one or more POs. Task Leaders shall have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category.

3.9.4 The PORFP will define specific project requirements. The PO Proposal shall clearly identify applicable experiences related to projects and technologies being used.

3.9.5 Substitution of Education for Experience. A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the Issuing Agency.

3.9.6 Substitution of Experience for Education. Substitution of experience for education may be permitted at the discretion of the Issuing Agency.

3.9.7 Substitution of Professional Certificates for Experience: Professional certification (e.g., Certified Novell Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience. The State PO Manager shall approve or disapprove substitutions.

3.9.8 Substitution of Personnel.

Individuals proposed and accepted as personnel for POs are expected to remain dedicated throughout the PO commitment. Substitutions will be allowed only when the State PO Manager specifically agrees to the substitution in writing or due to an emergency circumstance. All proposed personnel substitutes must have qualifications at least equal to that of the person initially proposed, evaluated, and accepted in the PO. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total PO term. If one or more of the personnel are unavailable for work under a PO for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the State PO Manager and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the State PO Manager. All substitutions shall be made in accordance with this provision.

During the performance period for a PO, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the State PO Manager. In any of these events, the Master Contractor shall promptly notify the State PO Manager. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the State PO Manager. The State PO Manager must agree to the substitution in writing before such substitution shall become effective.

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, and any other information requested by the State PO Manager to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's.

Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

3.10 Warranty

Master Contractors shall provide the Manufacturer's Warranty with their response to a PORFP for Functional Areas 1 – Hardware, Software and Licenses, 2 – Maintenance Services and 3 – Time and Material Labor. Master Contractors shall be responsible for coordinating warranty issues. On-site warranty will begin upon System Acceptance of the equipment ordered by the Issuing Agency. Acceptance will be defined in the PORFP. On-site warranty means the Master Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required at no additional cost to the Issuing Agency during the manufacturer's warranty period. The Issuing Agency has the discretion of dealing directly with the manufacturer on any Warranty issue. Upgraded Warranty requirements shall be defined in the PORFP by the Requesting Agency.

3.11 Warranty Period

3.11.1 The warranty period will begin upon System Acceptance. The PO Contractor will warrant the equipment, operating systems, applications and services for a minimum two (2) year period, unless otherwise specified in the PO, guaranteeing that the system is free from performance problems and meets all specifications as defined in this RFP, the Contract, and the applicable PO. Should the Issuing Agency encounter performance problems or discover specifications have not been met, the Contractor is responsible for rectifying the performance problem or completing the specification to the Issuing Agency's satisfaction at no cost to the Issuing Agency within two (2) weeks of initial notification or as directed by the Issuing Agency.

3.11.2 The warranty will cover at a minimum the following at no cost to the State:

- Defects in workmanship and materials under normal use;
- Parts, service, and transportation required for repair or normal maintenance;
- All cables, inside wires, terminals and all auxiliary (at a minimum to include batteries and rectifiers) equipment supplied by or utilized by the Contractor; and
- Replacement or repair of defective equipment, applications and operating systems.

The Contractor may be requested to provide preventative maintenance and regular maintenance services, as described in Functional Area 2 – Maintenance services to equipment, hardware and software during the warranty period. Under no circumstances may maintenance services void the warranty. It is the State's expectation that OEM warranty is incorporated into any maintenance costs for equipment within the first two years and that resulting pricing to the State reflects the value of the warranty.

3.12 Procedure for Adding a Manufacturer's Product Line

Each Master Contractor in a Functional Area may add additional OEMs (both Primary OEMs and Secondary OEMs) in that Functional Area, throughout the life of the PBXIII. To add an OEM, a Master Contractor must submit a Letter of Authorization from the OEM proposed. Once the Letter of Authorization has been confirmed by DoIT, the manufacturer product line will be added to that Master Contractor's list of product lines.

Master Contractors who have and maintain at least one Primary OEM certification as required in Section 2 may add Secondary OEMs to their list of product lines.

Requests to add new product lines, with the required Letters of Authorization, shall be submitted to the CM for consideration by the 10th business day of each month. Approved requests will be added to the Manufacturer/Master Contractor matrix by the first business day of the following month. Letters of Authorization for all OEMs proposed in a given PO Proposal must have been approved by DoIT in accordance with this procedure prior to the due date stated in the PORFP.

3.13 Order Processing Procedure

3.13.1 The Master Contractor shall provide a commercially viable order processing procedure for use by the State through the life of the Master Contract. The Master Contractor is expected to establish a project organization/office to provide overall management of the Contract work. The Master Contractor shall manage dedicated personnel, and all subcontractors.

3.13.2 The Master Contractor shall designate a primary POC, who will be responsible for the response to any PORFP and overall cost, schedule and technical performance of any PO.

3.14 Travel Reimbursement

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

Non-routine travel is defined as travel beyond the 50-mile radius of Issuing Agency's base location, as identified in the PORFP, or the Master Contractor's facility, whichever is closer to the work site. Non-routine travel will be identified within a PO, if appropriate, and will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by

White Jr., Tyrone (ISD)

From: Pastoriza, Santiago (ISD)
Sent: Thursday, July 30, 2015 11:24 AM
To: White Jr., Tyrone (ISD)
Cc: Johnson, Laurie (ISD); Taylor, Coralee (ISD); Duncombe, Kelly (ISD); Castellanos, Ruth (ISD)
Subject: RE: RQET1500021, Telecommunications Equipment and Services
Attachments: Maryland_Renewal_Letter.pdf; image001.png; image002.png; image003.png

Good morning Tyrone,

I am working on getting additional documents from Maryland. I do have a renewal letter that the State of Maryland sent one of the vendors though. Let me know if this is sufficient proof that the contract was extended. Below you will also see a screenshot from their webpage stating the contract term: 03/23/2011 – 03/31/2017. Thank you!

White Jr., Tyrone (ISD)

From: White Jr., Tyrone (ISD)
Sent: Thursday, July 30, 2015 3:35 PM
To: Pastoriza, Santiago (ISD)
Cc: Johnson, Laurie (ISD); Taylor, Coralee (ISD); Duncombe, Kelly (ISD); Castellanos, Ruth (ISD)
Subject: RE: RQET1500021, Telecommunications Equipment and Services
Attachments: image002.png; image004.png; image005.png
Importance: High

Good afternoon Santiago,

Yes, the attached renewal letter is sufficient. Please proceed with the procurement process for the subject project due to the fact that the County will be accessing the **State of Maryland Contract No. 060B1400048** thru RQET1500021. A signed worksheet with a **"No Measure"** will be forwarded once completed.

Tyrone White

Contract Specialist
Small Business Development Division
Miami-Dade County Internal Services Department
111 NW 1st Street, 19th Floor, Miami, FL 33128
☎Office: (305) 375-3123 | 📠Fax: (305) 375-3160
Email: twj@miamidade.gov
Connect With Us on [Twitter](#) | [Facebook](#) | [Instagram](#)



"Help stimulate Miami's economy by supporting Small Businesses"

From: Pastoriza, Santiago (ISD)
Sent: Thursday, July 30, 2015 11:24 AM
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Cc: Johnson, Laurie (ISD); Taylor, Coralee (ISD); Duncombe, Kelly (ISD); Castellanos, Ruth (ISD)
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Procurement and Contracts

- > All Master Contracts
- > Contract Library
- > Frequently Asked Questions
- > IT Bid Board
- > Consulting and Technical Services (CATS+)
- > Self-Funded eGov
- > eMaryland Marketplace
- > MBE/SBE/SBR Assistance and Outreach

PBX III Contract Links

- > PBX III Contract Home Page
- > Functional Areas
- > PORFP Procedures
- > PORFP Template
- >  Award Package Checklist
- > Select Master Contractor Contact List
- > ADPICS Procedures
- >  BPO Reference Process User Guide (1.2MB)
- > Frequently Asked Questions (FAQ)
- > MBE Participation
- > Master Contractor Contact/Pricing Information
- >  Mercury Affidavit
- >  Master Contractor Kick-Off Presentation (148KB)
- >  Contract Review (212KB)

PBX III Telecommunic Services

CONTRACT INFORMATION:

Contract Awarded To: Multiple Awards, see ↑

Award Date: 3/23/2011

Contract Term: 3/23/2011 - 3/31/2017

BPO Number: 060B1400048

ORIGINAL RFP INFORMATION:

Title:  Telecommunications Equipment and

Release Date: November 18, 2010

Proposals Received: January 19, 2011

Attachments:

-  Pre-Proposal Web Conference Registration
-  Pre-Proposal Web Conference Presentati
-  Addendum #1
-  Addendum #2
-  Addendum #3
-  Addendum #4
-  Addendum #5
-  Questions and Answers #1
-  Questions and Answers #2
-  Questions and Answers #3

From: White Jr., Tyrone (ISD)
Sent: Tuesday, July 28, 2015 4:53 PM
To: Pastoriza, Santiago (ISD)
Cc: Johnson, Laurie (ISD); Taylor, Coralee (ISD); Duncombe, Kelly (ISD); Castellanos, Ruth (ISD)
Subject: RE: RQET1500021, Telecommunications Equipment and Services
Importance: High

Good afternoon Santiago,

The effective date of State of Maryland's contract number 060B1400048 was November 18, 2010.0 Page 5 states that the initial term of the contract shall be for four (4) years with the right to extend the contract for an additional two (2) years. Can you please provide a copy of the contract extension?

Tyrone White
Contract Specialist
Small Business Development Division
Miami-Dade County Internal Services Department
111 NW 1st Street, 19th Floor, Miami, FL 33128
☎Office: (305) 375-3123 | 📠Fax: (305) 375-3160
Email: twj@miamidade.gov
Connect With Us on [Twitter](#) | [Facebook](#) | [Instagram](#)



“Help stimulate Miami’s economy by supporting Small Businesses”

From: Johnson, Laurie (ISD)
Sent: Tuesday, July 28, 2015 4:11 PM
To: Clark, Veronica (ISD); White Jr., Tyrone (ISD)
Subject: FW: RQET1500021, Telecommunications Equipment and Services
Importance: High

Good Afternoon,

Please review the attached and process as requested.

Thanks

Laurie Johnson, SBD Section Chief
Internal Services Department
Small Business Development
111 NW 1st Street #19 Floor, Miami, FL 33128
Phone No. 305-375-3121 / Fax No. 305-375-3160

<http://www.miamidade.gov/smallbusiness>

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E-mail messages are covered under such laws and thus subject to disclosure.

☐ Please consider the environment before you print this email

From: Pastoriza, Santiago (ISD)
Sent: Tuesday, July 28, 2015 3:36 PM
To: Johnson, Laurie (ISD)
Cc: Office of Commission Auditor (OCA)
Subject: RQET1500021, Telecommunications Equipment and Services
Importance: High

Good afternoon,

Attached you will find an input document for the subject requisition. The intent is to access a contract through the State of Maryland. When we access contracts, SBD's recommendation is usually to proceed with No Measures. Please advise.

Kind regards,

Santiago A. Pastoriza, Procurement Contracting Officer
Miami-Dade County Internal Services Department
305-375-1084
miamidade.gov
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STATE OF MARYLAND
DEPARTMENT OF INFORMATION TECHNOLOGY

MARTIN O'MALLEY
Governor
ANTHONY BROWN
Lieutenant Governor

ISABEL FITZGERALD
Secretary

May 14, 2014

Presidio Networked Solutions, Inc.
7601 Ora Glen Drive,
Suite 100,
Greenbelt, MD 20770

Subject: 060B1400048 – PBX Telecommunications Equipment and Services – Renewal Option #1

Mr. Anthony Pirrera:

The Department of Information Technology (DOIT) hereby is notifying you that it is exercising its sole right to extend the term of the subject contract for two years under the first of its two renewal options as described in Section 3 of the Contract. The option period shall begin on April 1, 2015 and terminate on March 31, 2017.

If you have any questions regarding this, please contact me at 410-260-7662.

Sincerely,

Edward Bannat
Procurement Officer