

University of Maryland College Park



Request for Proposal (RFP) No. 83541-D for Microsoft Software Solutions for the Maryland Education Enterprise Consortium (MEEC)

Issue Date:	<u>December 19, 2017</u>
Pre-Proposal Conference:	<u>Not Applicable</u>
Deadline for Questions:	<u>January 8, 2018 at 5:00 PM EST*</u>
Proposal Due Date:	<u>January 17, 2018 at 3:00 PM EST*</u>

* All times listed are Local Time, College Park, MD

WARNING: Contractors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Contractors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and comments must be addressed to the point of contact identified in Section A-1, Item 9 of this document.

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PART I – THE SCHEDULE

SECTION A-1 – SOLICITATION / CONTRACT FORM				
1. CONTRACT NUMBER	2. SOLICITATION NUMBER 83541-D	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED 12/19/2017	5. REQUISITION NUMBER Not Applicable
6. ISSUED BY UNIVERSITY OF MARYLAND COLLEGE PARK ON BEHALF OF THE UNIVERSITY SYSTEM OF MARYLAND DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742		7. ADDRESS PROPOSAL TO University of Maryland Department of Procurement and Strategic Sourcing Attn.: RFP Number 83541-D 2113-R Chesapeake Building College Park, Maryland 20742-3111 (www.purchase.umd.edu)		
SOLICITATION				
8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection E. CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.				
9. FOR INFORMATION CALL	A. NAME April D. Weimer, CPPB	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 301 NUMBER 405-5848	C. E-MAIL ADDRESS aweimer@umd.edu	D. FAX NUMBER 301-314-9565
OFFER (Must be fully completed by Contractor)				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.				
11. ACKNOWLEDGEMENT OF AMENDMENTS The Contractor acknowledges receipt of all amendments to the SOLICITATION.				
This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order: a) This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto b) Contractor's proposal, including amendments and modifications made to the proposal. This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.				
12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR		13. CONTRACTOR REMIT-TO ADDRESS		14. NAME TITLE AND E-MAIL OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)
15. TELEPHONE NUMBER AREA CODE NUMBER EXT.		16. SIGNATURE		17. OFFER DATE
AWARD (To be completed by University)				
18. ACCEPTED AS TO ITEMS LABELED		19. AMOUNT		20. KFS ACCOUNT NUMBER
21. ADMINISTERED BY (If other than Item 6)				
22. NAME OF PROCUREMENT OFFICER (Type or Print)		23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)		24. AWARD DATE
IMPORTANT – Award will be made on this Form or by other authorized official written notice.				

Section A-2 - Instructions, Conditions and Notices to Contractors

A. ISSUING OFFICE

The sole point of contact at the University of Maryland, College Park (hereinafter “University” or “University of Maryland”) for purposes of this Request for Proposal (RFP) is the Issuing Office. The University of Maryland College Park is issuing this RFP on behalf of the University System of Maryland. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

B. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this solicitation.

C. QUESTIONS

Each offeror is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between offerors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than **January 8, 2017 at 5:00 PM EST (Local Time, College Park, MD)**. Such requests should contain the following: **“QUESTIONS: RFP # 83541-D”**. Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the offeror to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all offerors who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

D. SUBMISSION OF PROPOSALS

Proposals must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which offeror's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit offeror to the proposal,
- (4) submitted in envelopes clearly marked with the assigned RFP number,
- (5) separated into Technical and Financial volumes, and
- (6) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

The offeror must submit one (1) original copy, and one (1) electronic copy of the Technical Proposal plus one (1) original copy and one (1) electronic copy of the Financial volume sealed under separate cover. Clearly mark the "original" set of the Technical Proposal. The electronic copy must be submitted via physical device (i.e. USB flash drive) and the physical devices should be clearly marked with the offeror's name and RFP Number. Commingling of technical and financial information or failure to submit the two volumes **separately** and sealed may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which

contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume**.

NOTE: ELECTRONIC SUBMISSION OF PROPOSALS IS ALLOWED. UMD WILL ACCEPT ELECTRONIC SUBMISSION OF PROPOSALS IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- (1) Electronic submissions will be accepted through eMaryland Marketplace ONLY. In order to submit a proposal electronically you must register as a Vendor through eMaryland Marketplace <http://news.maryland.gov/dgs/emarylandmarketplace/>
- (2) Refer to the eMaryland Marketplace (eMM) Instruction Guide titled “Submitting a Bid” found on the following website: <http://dgs.maryland.gov/Pages/Procurement/eMMLinks.aspx>. Follow these specific instructions for submitting a proposal in response to this RFP:
 - a. Items Tab – eMM requires vendors to enter pricing, however UMD does **NOT** require pricing to be entered into eMM. The vendor should enter the pricing as \$0 in eMM. UMD will rely solely on the Financial Volume submission in response to the RFP for pricing. Below is an example of how to complete the Items Tab to submit in eMM:

Quote 00030189 - April Weimer

General **Items** Questions Subcontractors Notes Terms & Conditions Attachments Summary [Back to Bid](#)

General Notes

Sort by Column: Sort Descending

Item #	Print Sequence	Questions Exist	Description							
			Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid
1	1.0	No	TESTING							
			1.0	EA	<input type="text" value="0.00"/>	<input type="text" value="0.0"/>	<input type="text" value=""/>	<input type="text" value="0.00"/>	\$0.00	<input type="checkbox"/>
Alternate Description:			<input type="text"/>							
Quote Response Total \$0.00										

- b. **DO NOT USE** the Questions, Subcontractor, Notes and Terms & Conditions Tabs. UMD does **NOT** use any of these tabs in eMM.
 - c. Use the Attachments Tabs to submit the proposal electronically in accordance with the submission requirements outlined above.
- (3) **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
- (4) **THE ORIGINAL TECHNICAL VOLUME AND THE ORIGINAL FINANCIAL VOLUME MUST BE RECEIVED BY THE DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING WITHIN THREE WORKING DAYS OF THE PROPOSAL DUE DATE AND TIME. THE ORIGINAL COPIES SHOULD BE SUBMITTED IN ACCORDANCE WITH SECTION A2 OF THE RFP.**
- (5) **Original volumes must be an exact match to the electronic copy submitted. Any deviation in the original volume received will be rejected and shall not be considered under this RFP. The offeror is responsible for ensuring all submissions are identical.**
- (6) **PROPOSALS CONVEYED BY TELEFAX OR EMAIL WILL NOT BE ACCEPTED**

E. CLOSING DATE

Proposals must arrive at the location identified in Section A, Item 7 of this document on or before:

January 17, 2018 at 3:00 PM EST (Local Time, College Park, MD)

Proposals must be submitted in the format set forth herein. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of offerors will not be released until after award.

F. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the offeror. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.

G. DURATION OF PROPOSAL OFFER

Proposals shall be valid for a minimum of 120 days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another 120 days, unless the offeror gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 120-day period. Proposals shall automatically renew for an additional 120 days until such time as an award is made or proper written notice is given to the University of the offeror's intent to withdraw its proposal. By submission of a proposal, offeror guarantees that its offer shall be firm for the period specified above.

H. AMENDMENTS TO THE RFP

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an amendment to offerors who are on record with the Procurement Officer as having received this RFP. All amendments shall become a part of this RFP. Each offeror must acknowledge receipt of amendments, and the failure of an offeror to acknowledge any amendment shall not relieve the offeror of the responsibility for complying with the terms thereof.

I. ALTERNATE PROPOSALS

Alternate proposals shall not be allowed or accepted, nor will they be considered, for this solicitation.

J. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the offerors proposal and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. UNABLE TO PROPOSE

If the offeror is unable or unwilling to submit a proposal in response to the requirements, the offeror must indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale for non-submission of a proposal.

L. PUBLIC INFORMATION ACT NOTICE

Offerors shall specifically identify those portions of their proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 4, General Provisions Article of the Annotated Code of Maryland, as amended from time to time.

In order for such claims of confidentiality to be considered, offerors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

M. TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, offeror shall submit its proposal in two separately sealed volumes as indicated below. No pricing information is to be included in the technical proposal.

See Part IV, Section L for additional details pertaining to the evaluation process.

(1) VOLUME I - TECHNICAL

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it may not be evaluated by the financial evaluation committee.

Volume I must contain the following sections:

a. CONTENTS AND FORMAT

- i.** Failure to include any of the items listed below may result in a determination by the Procurement Officer that the offeror is not reasonably susceptible of being selected for award.
- ii.** Order of proposal: Compile the Technical Proposal in the order shown below, with tabs or equivalent to indicate different sections of the proposal.
 - Section A-1 – Solicitation/Contract Form
 - Table of Contents
 - Functional Requirements Matrix (see Sections C)
 - Additional Support Documentation (Any additional support documentation, required or otherwise provided.)
 - Acknowledgements of any Amendments issued

- Affidavits (see Section K):
 - Bid/Proposal Affidavit
 - Contract Affidavit
 - Conflict of Interest Information, Affidavit and Disclosure
 - Social Responsibility Information, Affidavit and Disclosure
 - Certification Regarding Investment Activities in Iran
- iii. The University may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted.

b. SPECIFICATIONS

Offerors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the offeror shall not relieve the offeror of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

The information/items specified herein must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications, reference Section C. Simple YES or NO responses to stated requirements are insufficient. Rather, the offeror must describe in detail how the proposed services meet or exceed the stated requirements. Additionally, the offeror must explain any exception or deviation from the requirements.

Proposals must be:

- i. submitted in the format set forth herein,
- ii. made in the official name of the firm or individual under which offeror's business is conducted (including the official business address),
- iii. signed by a person duly authorized to commit offeror to the bid,
- iv. submitted in envelopes clearly marked with the assigned RFP number,
- v. separated into independent Technical and Financial Proposal Volumes
- vi. addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.
- vii. The offeror must submit proposals in accordance with Section A-2., D.

SUMBISSION OF PROPOSALS.

- The volume which contain original documents, should be clearly identified as the **ORIGINAL Technical Volume**
- Technical Proposal must contain:
 - Offerors must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation / Contract Form (Section A-1) of this document and include TWO signed originals as part of the offeror's Technical proposal, in the original Technical Volume. Failure to submit these signed documents may cause the offeror's proposal to be rejected, at the sole discretion of the University.

Offerors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of

specifications by the offeror shall not relieve the offeror of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

(2) VOLUME II - FINANCIAL

This volume consists of and must contain the following items. Offerors shall not include any technical information or specifications in the financial volume. If such are included in the financial volume, they may not be evaluated by the technical evaluation committee.

a. PRICING SECTION

This volume shall be in accordance with Section B – Pricing.

b. FINANCIAL VIABILITY

The University reserves the right to require, during proposal evaluation, that the offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied on in any determination regarding offeror financial responsibility.

c. *Reserved*

d. NOTICES INFORMATION

Offerors must complete Section G.5 and submit this information as part of their financial proposal.

N. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, or reject all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

O. ORAL PRESENTATIONS/DEMONSTRATIONS

At the sole discretion of the Procurement Officer, short-listed offerors may be invited to provide an oral presentation and product demonstration. Information provided during this phase will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the oral presentation/product demonstrations.

- (1) The University reserves the right to waive the Oral Presentation/Product Demonstration, in which case the technical evaluation will be based on the written technical proposal submittal alone. Offerors are therefore encouraged to submit the best possible proposal at each opportunity for submittal.
- (2) The due date and time of the oral presentation/product demonstration will be determined by the University upon evaluation completion of Technical Proposals. The actual date will be verified with the applicable Offerors at the time the presentation is requested.
- (3) The oral presentation will be informal, as the University is not interested in a marketing presentation, rather, it will be a casual and informal format in which to view the Offerors presentations, etc.

- (4) The criteria and format of the demonstration will be provided with the written request to conduct an oral presentation.

P. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS

This RFP creates no obligation on the part of the University to award a contract or to compensate offerors for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one offeror; to waive or permit cure of minor irregularities; and to conduct discussions with offerors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those offerors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require the offeror to submit such additional information bearing upon offeror's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the offeror.

R. ELECTRONIC FUNDS TRANSFER (EFT)

By submitting a response to this solicitation, the offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:

[http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic Funds Transfer/](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/)

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.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

S. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer. This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and University of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site: www.purchase.umd.edu From the main menu, select the category "Policies", and then select the subcategory "Policies and Procedures".

T. DEBRIEFING OF UNSUCCESSFUL PROPOSORS

A debriefing of an unsuccessful offeror shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the offeror's unsuccessful proposal. The debriefing will be oral and shall provide information on areas in which the proposal was deemed weak or insufficient. The debriefing may NOT include discussion of a competing offeror's proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given. Debriefings shall be conducted at the earliest feasible time.

U. CONTRACT IMPLEMENTATION MEETING

Contractor receiving an award under this solicitation may be required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

**V. NOTICE TO OFFERORS - SMALL BUSINESS RESERVE PROCUREMENT –
*Not Applicable to this Procurement***

W. LIVING WAGE REQUIREMENTS – *Not Applicable to this Procurement*

X. ECONOMIC BENEFITS TO THE STATE OF MARYLAND – *Not Applicable to this Procurement*

**Y. CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE AND
NEGLECT**

1. Maryland Law requires persons who suspect child abuse or neglect to report it. Contractors must comply with the University System of Maryland Board of Regents VI.1.50 Policy on the Reporting of Suspected Child Abuse and Neglect. This Policy, available at <http://president.umd.edu/policies/vi-150.html>, is incorporated into the contract.
2. The University reserves the right to terminate the Contract if the Contractor fails to comply with this policy or, if the University judges Contract Termination to be necessary to protect a child's safety or welfare.

Z. INDEFINITE-DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT

Under this IDIQ contract, Contractor shall be paid **only** for any services contracted, and/or approved task order actual hours worked at the fully loaded firm fixed hourly labor rates contained herein. The labor rates contained in the pricing sheet shall apply to all hours worked on a task order basis, including overtime hours. Estimates in the pricing sheet are provided for evaluation purposes only.

AA. ITEMS ORDERED AND DELIVERED

The Contractor is authorized to provide only those Items/Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Items/Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not

to award the contractor a subsequent contract/renewal. The Procurement Officer may take such steps as are necessary to have the items returned by the University, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price.

AB. COMMERCIAL NONDISCRIMINATION CLAUSE

A. “As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

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

Section B – Pricing

Offerors shall submit their proposal for pricing on the proposal price form. Using the enclosed form will help ensure consistency in the financial evaluation. The proposal price form is to be completed in full for each proposal and shall be incorporated herein. No pricing information is to be included in the Technical Proposal.

1. Financial Proposal Requirements

Offerors are required to submit pricing using the Attachment 1 Proposal Price Form - Excel Pricing Sheet furnished by the University. The Offeror must complete all blocks on the Excel Pricing Sheet highlighted in **YELLOW**, including the Contractor's company name, and all required pricing as defined therein.

Price evaluation will be performed based on Price and Discounting over the potential five (5) year term. Prices for years 1-5 of the agreement shall be provided for the following:

- i. Product Solutions specified in the Proposal Price Form. Pricing will be on a monthly or annual basis as indicated on the price form. This applies to line item numbers 1 through 27.
- ii. Percent (5) discount off of the Microsoft ERP for other additional products including, Microsoft Select Plus for Academic Agreement, Microsoft Select Plus for Enrollment (EES), and Microsoft Client Access License (CAL) Suite. Pricing will be based on a % discount from the current MS ERP Price. This applies to line item numbers 28 through 46.

Attachment 1 - Proposal Price Form- Excel Pricing Sheet is hereby incorporated into the RFP by reference. THE Price Proposal Form HAS BEEN REDACTED. The Offeror must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext, to qualify for the Request for Proposal. In order to receive a copy of the redacted information confirm that the Offeror is an authorized Microsoft LSP is required.

Blanks on the price form in the yellow blocks will be interpreted as zero (0) and no price will be allowed for that item.

2. Additional Financial Proposal Requirements

Offers shall submit a financial narrative with the financial proposal that provides a detailed explanation for the following requirements:

- i. Identify all other Microsoft Products offered which are not included on the Proposal Price Form, but are available for purchase. Provide item categories and percentage discounts for these products.
- ii. How changes in the Options offered by Microsoft will be managed. Include details to explain how changes in option bundles will affect pricing, including the discount offered for new Options.
- i. **THIS LANGUAGE HAS BEEN REDACTED. The Offeror must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext, to qualify for the Request for Proposal. In order to receive a copy of the redacted information confirm that the Offeror is an authorized Microsoft LSP is required.**

3. Surcharge Payment to MEEC

The Awarded vendor is contractually bound to support the Surcharge Payment of 0.5% of all MEEC purchases for members buying under the resulting contract. **Offerors are notified that the surcharge MUST be incorporated into their pricing submitted in the price proposal.** The technical criteria for the MEEC surcharge are included in Section C of this RFP.

Section C – Description/Specifications/Statement of Work

1. BACKGROUND

MEEC is a unique organization, uniting K-20 education partners in Maryland to provide quality information technology opportunities at affordable prices. Maryland educational institutions including the University System of Maryland and USM Institutions, private higher education institutions, community colleges and other public higher education entities, K-12 (public, and private) schools, public library systems, public museums, and teaching hospital institutions are eligible to participate in MEEC projects. Participation in all aspects of the consortium is voluntary and non-exclusive.



MEEC currently has over 201 separate educational entities participating in Software and Hardware Agreements representing more than 214,000 FTE of faculty and staff. A complete list of existing MEEC participants is located under Membership>Current Members at the following URL: <http://meec-edu.org/current-members/> Note: Some of the participants have overseas facilities/affiliations which are eligible to use the contract. The participants which have facilities overseas should have links to that information on the URL listed in this paragraph. The MEEC reserves the right to add additional overseas facilities as needed during the life of the Contract. The following overseas facilities are provided as examples of those facilities and are in no way to be considered inclusive:

UMUC European Division Unit 29216 APO, AE 09102	Nanjing Center for Chinese and American Studies Nanjing, PRC
The Johns Hopkins University Bologna Center Via Belmeloro, 11 40126 Bologna, Italy	UMUC Asian Division Headquarters Unit 5060 Box 0100 APO AP 96328-0100

The selected Contractor shall serve as the interface between the MEEC Community and Microsoft with all aspects of the contract. The selected Contractor shall provide and be responsible for the services and products defined herein in accordance with this contract and MEEC/Microsoft. All MEEC members who are in good standing and may participate under this RFP and volume license programs.

The current MEEC Microsoft reseller agreement expires on July 31, 2018. The selected vendor as a result of this RFP process will begin immediately upon award of the contract to work with MEEC members who are renewing and purchasing from the agreement. The selected vendor will work with MEEC members to assure that licenses coverage remains uninterrupted, purchase orders are sent to distribution, and that all necessary documents are in place for the contract starting on August 1, 2018.

2. OBJECTIVES

The purpose of this Request for Proposals (RFP) is to establish a contractual relationship with a Microsoft authorized reseller, to serve the purpose of procuring, supporting, and distributing Microsoft Education volume licensing, products, and services to participants of the Maryland Education Enterprise Consortium (MEEC) environment.

The selected offeror will be responsible for providing the most current version of software products and services to the individual MEEC institutions, under the Microsoft Academic and Academic Subscription volume licensing program. The selected offeror will be required to keep all records on behalf of MEEC that are required by the agreement.

This RFP shall serve to provide the necessary information to potential Offerors and to create the understanding required for the submittal of quality proposals. Offerors must be able to meet or exceed the requirements for the products, specifications and services herein described.

The Microsoft Academic and Academic Subscription volume-licensing program shall include but is not limited to:

- Microsoft Campus and School Agreement
- Microsoft Select Plus for Academic

MEEC is seeking one single contractor to deliver all licensing programs.

Award of a contract to the selected contractor may be subject to further approvals. After award, each MEEC institution in the Agreement will be responsible for issuing its' own purchase orders and enrollment forms directly to the selected Contractor. The selected Contractor will be the single repository for all records and maintain those records as necessary to ensure compliance of the parties to the Agreement.

3. MICROSOFT ACADEMIC VOLUME LICENSING PROGRAM

The Microsoft Academic Volume Licensing programs include:

a. Microsoft Campus and School Agreement – Enrollment for Education Solutions

To purchase under this agreement, each MEEC Institution must enroll each year of the Contract by submitting two copies of the subscription enrollment forms to the selected Contractor. Each MEEC Institution is responsible for issuing their own enrollment forms, orders, and resolution of any associated issues.

The Microsoft Academic Volume Licensing Program creates a framework that connects the structures and requirements of current licensing programs. The agreement allows MEEC members to acquire desktop applications, operating system upgrades, Enterprise Client Access Licenses (CALs), server licenses and additional licenses.

Definitions

- Affiliate shall also mean, with regard to MEEC, any Member of MEEC.
- “Institution” means the entity that is an Academic Qualified Educational User (as defined at <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx>), Public Museum or Public Library as of the effective date of this agreement that is a Member of MEEC (which has entered into this agreement on their behalf with Microsoft) or an Affiliate of Institution where the Member has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.
- “Knowledge Worker” means any employee (including a Student employee), contractor, or volunteer of or for the Institution who uses a Product or Qualified Device for the benefit of the institution or within the user’s relationship with the Institution.
- “Organization-wide Count” means the total number of Knowledge Workers in the Organization as listed in the table in the section of this Enrollment titled “Licensing options; rights and restrictions.” Specifically, for Student Employees whose numbers may not yet be available at the start of the Enrollment and each anniversary, Institution may use the count as of the last full semester/trimester.
- Qualified Educational User will have the same meaning as ‘Academic Qualified Education User’ as defined at <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx>., provided that notwithstanding anything to the contrary in the Academic Qualified Education User Definition, Public Libraries and Public Museums may enter into an EES enrollment under this Agreement.
- “FTE Count” means the total quantity of Knowledge Workers in the Organization. In calculating its FTE Count, Institution must count a full-time Knowledge Workers as 1, a part-time faculty Knowledge Worker as 1/3, and a part-time staff Knowledge Worker as 1/2. Microsoft acknowledges that non-active employees will not be included in Institution’s FTE Count, however they will be included in the organization-wide Knowledge Worker count.

b. Required Bundle for Participation

Microsoft will use the October 2017 Monthly Price List to invoice the Reseller for the Products listed in Option A, Option B and Additional Products.

THE REMAINING LANGUAGE IN THIS SECTION HAS BEEN REDACTED.

The Offeror must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext, to qualify for the Request for Proposal. In order to receive a copy of the redacted information confirm that the Offeror is an authorized Microsoft LSP is required.

Option A – M365A3 and O365 ATP

Enrolled Institution must order at minimum a quantity equal to its Organization-wide count.

THE REMAINING LANGUAGE IN THIS SECTION HAS BEEN REDACTED.

The Offeror must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext, to qualify for the Request for Proposal. In order to receive a copy of the redacted information confirm that the Offeror is an authorized Microsoft LSP is required.

Option B – M365 A5

Enrolled Institution must order at minimum a quantity equal to its Organization-wide count.

THE REMAINING LANGUAGE IN THIS SECTION HAS BEEN REDACTED.

The Offeror must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext, to qualify for the Request for Proposal. In order to receive a copy of the redacted information confirm that the Offeror is an authorized Microsoft LSP is required.

Additional Product Add-ons

Microsoft will offer the following additional discounts for any of the following products to Enrolled Institutions who have purchased either Option A or Option B. Note that items highlighted in grey are components of Option B.

THE REMAINING LANGUAGE IN THIS SECTION HAS BEEN REDACTED.

The Offeror must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext, to qualify for the Request for Proposal. In order to receive a copy of the redacted information confirm that the Offeror is an authorized Microsoft LSP is required.

Upgrading Options at Anniversary

Institution may choose to change their licensing option at the next anniversary at the pricing referenced above for the corresponding year (ie – change at 2nd anniversary will use Yr 3 pricing). Institution is eligible to reduce its Licenses in accordance with section 2(g)(ii) of the Enrollment. If Enrolled Institution is reducing its FTE count by more than a cumulative 7%, the reseller must notify Microsoft and an amendment will need to be signed by the Institution in order to document the reduction.

Resellers pay a net price to purchase Products from Microsoft; that price may be lower than the Estimated Retail Price for the Products. For this Enrollment, Microsoft provided Institution's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the table below. Institution's actual final price and currency will be established by Section B of this RFP.

For Faculty and Staff Users, Licenses for Project Pro and Visio Pro

Project Pro and Vision Pro may be ordered at the “Faculty Offering” price in any quantity needed, regardless of the Organization-wide Count, provided sufficient Licenses are ordered to cover the use of the Additional Products.

THE REMAINING LANGUAGE IN THIS SECTION HAS BEEN REDACTED.

The Offeror must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext, to qualify for the Request for Proposal. In order to receive a copy of the redacted information confirm that the Offeror is an authorized Microsoft LSP is required.

Lower Minimum for Enrollment for Server Platform Education

Notwithstanding anything to the contrary in the Enrollment, each enrolled Institution may order the Server skus using a minimum Institution Organization-wide Count of at least 5.

c. Microsoft Select Plus for Academic Agreement

To purchase under this portion of the agreement, each MEEC institution must be a participating institution within the Microsoft Campus and School Agreement. Institutions may purchase on an ad-hoc basis, perpetual licenses for other Microsoft products.

Each institution will issue individual funding documents for purchases under this Select Plus for Academic Agreement. Offerors will be expected to provide a discount from the MSRP pricing set by Microsoft.

MEEC Institutions may purchase software without Software Assurance benefits under the Select Plus for Academic portion of the contract.

d. Microsoft Enrollment for Education Solutions (EES) Agreement

To purchase under this portion of the agreement, each MEEC institution must be a participating institution within the Microsoft Campus and School Agreement. Institutions may purchase on an ad-hoc basis, subscription based licenses for additional Microsoft products.

Each institution will issue individual funding documents for initial purchases under this EES Agreement. Offerors will be expected to provide a discount from the MSRP pricing set by Microsoft.

e. Software Licensing

- The License for all software included under this agreement must be perpetual or subscription based and include the right to upgrade to the current version during the term of the Agreement.

- The License shall offer Student Use licenses that will to allow academic customers to obtain and deploy copies of the client software onto the machines of students, home-use machines of employees, faculty and/or staff.
- The License agreement must permit additional institutions and schools to join during the term of the agreement.
- The License agreement must permit institutions and schools to withdraw during the term of the agreement.
- There will be no minimum order requirements nor additional fees charged by the reseller due to order size.

Licenses shall be purchased via perpetual licensing model and/or a subscription licensing model. A “Perpetual” license is a permanent product license that does not expire. A “Subscription” license is a product license that expires after the subscription term.

The reseller will be responsible for the true up process one time per year using the official institutional FTE counts. The True-Up will allow for an increase or decrease in FTE for both Faculty/Staff FTE and the Student Options.

Faculty/Staff Count:

Full-time Faculty (= to 1 FTE)

Part-Time Faculty (= 1/3 of a FTE)

Full-Time Staff (= to 1 FTE)

Part-Time Staff (= to 1/2 of a FTE)

FTE Faculty/Staff Baseline

***Student Count for Student Use Option
or Managed Software for Student***

Coverage:

Full-Time Students (= to 1 FTE)

Part-Time Students (= 1/3 of a FTE)

FTE Student Baseline

4. FUNCTIONAL REQUIREMENTS MATRIX

A. Instructions

Offerors are to provide information requested for their proposal in the following matrix. In the Offeror's Technical response, the Offeror shall complete the following sections of the matrix:

- Response Code, employing the Response Codes noted below defining compliance with the requirement.
- Respondent Comments, explaining how the Contractor's solution meets the requirement. Respondent Comments are highlighted in YELLOW. The Respondent Comments correspond with the second half of the Priority Codes as follows:
 - /E (Explain) - explain how the Offeror's proposal meets the requirement.
 - /C (Confirm) – confirm the Offeror's proposal meets the requirement.
- Service Provided by OEM or Reseller, where indicated the Offeror shall indicate if the requirement is being met by Microsoft as the OEM, or by the Offer as the Reseller.

Priority Codes:

M = Mandatory

HD = Highly Desirable Requirement

D = Desirable Requirement

/E = Offeror must explain how their system meets this requirement. (ie: M/E)

/C = Offeror must Confirm agreement to this requirement (ie: M/C)

Response Codes:

E = Exceeds - the response exceeds the stated Requirement.

F = Fully - the response fully complies with the stated requirement.

P = Partial - the response partially complies with the stated requirement.

DN = Does Not - the response does not comply with the stated requirement.

B. Matrix Form

The offeror must submit the Matrix form completing all sections and following the form's instructions. Include any additional documentation required as an attachment to this form. Clearly label all corresponding attachments with the corresponding item number, i.e.- 1.1, 1.2, 1.3, 1.4, etc.

Offerors shall address each point below and explain their process for compliance in a question and answer format. Where explanations are required a simple YES or NO response is insufficient. Rather, the Offeror must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Offeror must explain any exception or deviation from the requirements. If a desirable feature is not offered, the Offeror shall clearly indicate such by a "NOT OFFERED" response. Failure to provide either the required information or providing incomplete information for any of the following may be cause for determining a proposal as not reasonably susceptible of being selected for award.

Section C.4.B. - Matrix Form		
Item	Description	Priority
1 – Contract Administrative Requirements		
1.1	<p>MEEC Surcharge MEEC has instituted a funding stream by initiating a 0.5% surcharge on licenses purchased by MEEC members, through the MEEC/Microsoft agreement. The Contractor will transmit funds associated with the 0.5% to MEEC by electronic transfer on a biannual basis, to occur no later than August 15th and January 15th. Tracking and reporting of MEEC member purchases must be submitted to MEEC at the time payment is received.</p> <p>The offeror shall explain the methodology for tracking, reporting and payment of this surcharge of 0.5% to MEEC.</p>	M/E
<p>Response Code:</p> <p>Respondent Comments:</p>		
1.2	<p>Information Sessions The selected vendor will participate in a minimum of three (3) Information Sessions for the new contract with the MEEC members across the State of Maryland and/or via Web Conference. Responsibilities for the informational sessions include but are not limited to presentations, demonstrations and customer support in sharing relevant information with MEEC members for acquiring Microsoft solutions under the resulting contract from this RFP, working closely with the MEEC Office in the coordination, planning and delivery of the information sessions assuring quality roll-out of the new contract.</p> <p>The offeror must confirm acceptance of this requirement.</p>	M/C
<p>Response Code:</p> <p>Respondent Comments: Confirm acceptance of this requirement: <input type="checkbox"/> Yes/ <input type="checkbox"/> No</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>		
1.3	<p>Transition In The selected Contractor, as a result of this RFP process, will begin immediately upon award of the contract to work with MEEC members who are renewing and purchasing from the agreement. The selected Contractor will work with MEEC members to assure that licenses coverage remains uninterrupted, purchase orders are sent to distribution, and that all necessary documents are in place for the contract.</p>	M/C

Section C.4.B. - Matrix Form		
Item	Description	Priority
	<p>The offeror must confirm acceptance of this requirement.</p> <p>Response Code:</p> <p>Respondent Comments: Confirm acceptance of this requirement: <input type="checkbox"/> Yes/ <input type="checkbox"/> No</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>	
1.4	<p>Transition Out</p> <p>The selected Contractor must service the contract through the end of the term of the contract. The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to a new Contractor. Examples of these activities include but are not limited to: a final project debriefing meeting, providing customer points of contact, order details, transfer of licensing information, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to enable a seamless transition to the new Contractor.</p> <p>The offeror must confirm acceptance of this requirement.</p> <p>Response Code:</p> <p>Respondent Comments: Confirm acceptance of this requirement: <input type="checkbox"/> Yes/ <input type="checkbox"/> No</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>	M/C
1.5	<p>Customer Support</p> <p>The selected Contractor must provide customer support throughout the life of the contract. The Contractor must provide the following information to demonstrate adequate customer support:</p> <ol style="list-style-type: none"> a. Provide a dedicated Account Team for MEEC. Include an organization chart and summary information for all proposed team members detailing the number of years and types of experience they have providing customer support for a contact similar in size and scope. b. Briefly describe the experience for the proposed account team to include no more than three specific accomplishments by the account manager/team members that illustrate success on behalf of a client. c. Provide escalation paths for resolution of account issue(s). d. Provide a point of contact to answer questions from participating MEEC Institution concerning the administration of the contract. 	M/E

Section C.4.B. - Matrix Form		
Item	Description	Priority
	<p>e. Worldwide accessible toll-free number, 7:00 am to 7:00 pm Monday-Friday Eastern Time with a maximum 4-hour response time.</p> <p>f. An email, phone and web based solution for support of the contract. Inquiries must be addressed within 24 hours of receipt. An automated acknowledgement of the inquiry does not constitute a response.</p> <p>The offeror shall provide an explanation of the customer support proposed, including a detailed response to all five (5) requirements in this section.</p>	
<p>Response Code:</p> <p>Respondent Comments:</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>		
1.6	<p>Availability of Account Team The Contractor shall provide dedicated account support to MEEC. The account team proposed should have appropriate availability to support all MEEC Institutions under this contract.</p> <p>The offeror must provide a list of the accounts the account manager/team will support in addition to MEEC. The offeror should provide a brief explanation of the structure of the account team and process to ensure availability of contract support. If customer names are confidential they may be redacted, but a total number of accounts supported by the proposed account team must be provided.</p>	D/E
<p>Response Code:</p> <p>Respondent Comments:</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>		
1.7	<p>Volume Licensing Service Center (VLSC) Access The selected Contractor must provide secure access for MEEC institutions to the Microsoft VLSC – Volume Licensing Service Center: https://www.microsoft.com/Licensing/servicecenter/default.aspx</p> <p>The VLSC must be available to authorized representatives from each participating institution. Those representatives will be divulged, in writing, to the Offeror chosen via the Enrollment process. Access to the VLSC must be made available to MEEC Institutions on or before August 1, 2017.</p>	M/E

Section C.4.B. - Matrix Form		
Item	Description	Priority
	<p>The offeror shall provide an explanation of their ability to provide MEEC Institutions access to the VLSC, and provide an explanation for how secure access will be managed.</p> <p>Response Code:</p> <p>Respondent Comments:</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>	
1.8	<p>Access to Software Price Lists The selected Contractor must provide access to the software price lists.</p> <p>The offeror shall provide an explanation of their ability to provide price list information to MEEC Institutions.</p> <p>Response Code:</p> <p>Respondent Comments:</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>	M/E
1.9	<p>Reporting Requirements - Mandatory Requirements The selected Contractor must maintain all records and provide reports required by Microsoft pertaining to license and software assurance purchases as well as any other reports required as part of the Volume Licensing Agreements or by MEEC. As part of reporting needs, the Contractor must be able to support reporting requirements based on granular product and user information. For example, some MEEC reporting will require additional detail such as delineation of Faculty and Student purchases or specific options or product categories. Specific report template(s) will be provided at time of contract award. Institution Specific Reports are to be provided by the selected contractor as requested by MEEC institutions. The Contractor must be able to deliver reports as specified.</p> <p>a. Reporting Timeframes. Reports must be available by Institution as well as cumulative. The following reports, as well as any other reports, must be available in Excel and Word format.</p> <ul style="list-style-type: none"> • Monthly, • quarterly, and • semi-annually 	M/E

Section C.4.B. - Matrix Form

<u>Item</u>	<u>Description</u>	<u>Priority</u>
	<p>b. <u>Distribution report.</u> The Selected Contractor must provide these reports by institution and/or by educational sector (i.e. private higher education, public K-20, etc.) demonstrating delivery performance for the previous month. Information shall include, but is not limited to:</p> <ul style="list-style-type: none"> • products ordered • date ordered • site • product delivery date, and • any problems incurred <p>c. <u>Purchase Report.</u> The selected Contractor must provide a detailed (monthly, quarterly, and fiscal) report of purchases by:</p> <ul style="list-style-type: none"> • Institution name • Institution Type – Education Sector • date of purchase • amount of product purchased • product name • product delivery date • procurement method, and any arrears • MSRP, Education MSRP, Price, % Discount <p>d. <u>MEEC Collective Purchase Reports.</u> The selected Contractor must provide a collective report of all purchases. This report will be sent to the MEEC Office no later than 7/15 representing the June 30th totals and at mutually agreed upon date after the software renewal. The MEEC Collective Purchase Report will be sent directly to the MEEC Office. The selected Contractor will provide twice a year a written account of economic-benefits to date from the Contractor.</p> <ul style="list-style-type: none"> • Institution name • Institution Type – Education Sector • date of purchase • amount of product purchased • product name • product delivery date 	

Section C.4.B. - Matrix Form		
<u>Item</u>	<u>Description</u>	<u>Priority</u>
	<ul style="list-style-type: none"> • MSRP, Education MSRP, Price, % Discount <p>e. <u>Status Reports and Presentations.</u> The vendor’s capabilities need to include reporting flexibility to meet ad-hoc reporting as may be needed by the MEEC Office. As part of reporting needs, the contractor must be able to support reporting requirements based on granular product and user information. For example, some MEEC reporting will require additional detail such as delineation of Faculty and Student purchases or specific options or product categories. The Contractor must be able to deliver reports as specified.</p> <p>f. <u>Ad Hoc Reports.</u> The vendor’s capabilities need to include reporting flexibility to meet ad-hoc reporting as may be needed by the MEEC Office.</p> <p>g. <u>Quarterly Reports</u> Within 30 days of the conclusion of each quarter, contractor will provide MEEC with an MS Excel formatted file with the following aggregate data (at minimum) for all MEEC purchases during that quarter:</p> <ol style="list-style-type: none"> 1. Aggregate MSRP for all products sold to MEEC members 2. Contractor’s normal “one-off” educational pricing for that volume of purchases 3. Aggregate MEEC total sales 4. Sales totals will be presented by columns for USM, non-USM and total purchases in all reports <p>h. <u>Contract Close-out Report</u> Within 30 days of the end of term or the cancellation of this contract, if the current contractor is not selected for an immediately subsequent contract, contractor will provide the following information to MEEC in an MS Excel format report:</p> <ol style="list-style-type: none"> 1. Names of all MEEC Institutions which have purchased product during the full term of the contract 2. Name and email address of latest contact person at those institutions 3. The final quarterly report of all sales data required under the quarterly report provisions of this contract <p>The offeror shall provide an explanation of their ability to meet the reporting requirements, including a detailed response to all eight (8) requirements in this section. This explanation must include the process for MEEC and MEEC Institutions to request reports, and any availability to provide automated reports, including any BI (Business Intelligence) tools available to MEEC Institutions.</p>	

Section C.4.B. - Matrix Form		
Item	Description	Priority
	Response Code: Respondent Comments: Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller	
2 – Software and Support		
2.1	<p>Software Distribution – Mandatory Requirements The selected Contractor must sell and distribute software to MEEC member institutions meeting the following requirements:</p> <ol style="list-style-type: none"> a. Distribute all purchases within five business days after receipt of order. If this not possible, a formal notification to the person that placed the order should be issued by the close of business on the fifth business day. b. Provide the ability for MEEC Institutions to purchase licenses and/or encrypted media for students. c. Demonstrate the ability to provide world-wide distribution capability/authorization to various locations not expressly prohibited by federal, state or international law. <p>The offeror shall provide an explanation of their ability to provide the mandatory requirements for software distribution, including a detailed response to all three (3) requirements in this section.</p>	M/E
	Response Code: Respondent Comments: Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller	
2.2	<p>Technical Support – Mandatory Requirements Offeror is to describe in detail, the support program for all products and licenses to include the following information:</p> <ol style="list-style-type: none"> a. List all technical support resources that will be available to MEEC Institutions. b. Provide access to a worldwide accessible toll-free number, available 7x24x365 for technical support. c. Provide a list for all websites MEEC will have access to for technical support. This shall include but is not limited to the Microsoft Volume Licensing Service Center. <p>The offeror shall provide an explanation of their ability to provide the mandatory requirements for technical support, including a detailed response to all three (3) requirements in this section.</p>	M/E

Section C.4.B. - Matrix Form		
Item	Description	Priority
	Response Code: Respondent Comments: Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller	
2.3	Software Distribution – Highly Desirable Requirements The selected Contractor should sell and distribute software to MEEC member institutions meeting the following requirements: <ul style="list-style-type: none"> a. All licensed products if needed should be available for purchase via certified MEDIA CD, USB Drive, etc. from the selected Contractor. b. MEEC Subscribers should have access to all files via hard media and/or web per the MEEC contract. c. Defective media shall be replaced, free of charge, within two business days. <p>The offeror should provide an explanation of their ability to provide the desirable requirements for software distribution, including a detailed response to all two (2) requirements in this section.</p>	HD/E
	Response Code: Respondent Comments: Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller	
3 – Offeror Capabilities, Qualifications and Experience		
3.1	Executive Management Summary The Executive Management Summary should contain a brief synopsis of the offeror’s understanding of the needs of the University relative to this RFP. This summary shall include a reference to the duration of the proposal, verification of compliance with Maryland law, and performance capability. The offeror’s headquarters, nearest offices and managing office for the services should be listed.	M/E
	The Executive Management Summary shall be five (5) pages or less in length using a 12 pt. font. Submissions of white papers, brochures and/or specification sheets alone are not acceptable and are to be included only as supplemental material. Supplemental material will not be considered as part of the five (5) page size limit.	
	The narrative statement should demonstrate the offeror’s:	

Section C.4.B. - Matrix Form		
Item	Description	Priority
	<p>a. Detailed plan of operation indicating Offeror’s understanding of MEEC requirements and ability to carry out the activities listed in the scope of work in this RFP.</p> <p>b. Provide an overview and information regarding organizational experience and capabilities including description of general background, experience, qualifications and capabilities with to provide Microsoft software to an organization similar in size and scope to MEEC.</p> <p>c. Provide examples of involvement and success in the performance of similar contracts, and for large projects where value added services were provided.</p> <p>d. Detailed plan indicating their methodology to resell or distribute licenses for Faculty, Staff, and Students.</p> <p>e. The MEEC Microsoft agreement embraces the Campus and School Agreement, Enrollment for Education Solutions and Select Plus for Academic, programs under a single Contractor. The Offeror must provide proof in their proposal that they can deliver all three as a single unit.</p> <p>f. Highlight key areas of the proposal that demonstrate where the proposal exceeds the requirements of this RFP.</p> <p>The offeror shall provide the Executive Management Summary, including a detailed response to all six (6) requirements in this section.</p>	
<p>Response Code:</p> <p>Respondent Comments:</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>		
3.2	<p>Microsoft Certification Contractors must be a Microsoft LSP (Licensing Solution Provider) and authorized to distribute all Microsoft Academic Volume Licensing programs, including Education vNext. The University reserves the right to require proof of this authorization.</p> <p>The offeror shall provide the requested documentation as an attachment to the proposal.</p>	M/C
<p>Response Code:</p> <p>Respondent Comments: Confirm: <input type="checkbox"/> Yes/ <input type="checkbox"/> No</p>		
3.4	<p>References The Offeror shall demonstrate that they have successfully managed a minimum of three (3) software license contracts, as evidenced by Reference Sheet, which is included in Section J – Attachments as “Attachment 2”. Higher</p>	M/C

Section C.4.B. - Matrix Form

<u>Item</u>	<u>Description</u>	<u>Priority</u>
	<p>consideration will be given for references for a large, consortium-based organizations similar in size and scope to MEEC. On the Reference Sheet, the Offeror shall list all contracts for software license contracts the Offeror has been awarded for the last three years. All on the contracts list will be considered referenceable. If customer names are confidential they may be redacted, but a total number of contracts supported must be provided.</p> <p>The offeror shall provide the requested documentation as an attachment to the proposal.</p>	
<p>Response Code:</p> <p>Respondent Comments: Confirm and attach requested documentation. The requested documentation is attached: <input type="checkbox"/> Yes/ <input type="checkbox"/> No</p> <p>Service is Provided by OEM or Reseller: <input type="checkbox"/> OEM and/or <input type="checkbox"/> Reseller</p>		

Section D - Packaging and Marking

The following packaging and marking requirements are incorporated herein. Where applicable for any deliverables being mailed to the University, the Contractor shall:

1. Mark the outside of each shipment carton with the purchase order number or identification number as directed by the individual orders placed by each MEEC institution and prepare each shipment in conformance with carrier requirements and accepted trade practices.
2. Deliver each shipment in good order and condition to the point(s) of delivery specified in the individual orders.
3. Be responsible for any loss and/or damage to the goods occurring before receipt of each shipment by the consignee at the delivery point(s) specified in the individual orders.
4. Furnish a delivery schedule and designate the mode of delivering carrier to the user contact specified in the individual orders.

Section E - Inspection and Acceptance

The following inspection, testing and acceptance requirements are incorporated herein:

1. Each MEEC Institution will be responsible for issuing/placing orders on their own behalf. Delivery shall be made in accordance with the solicitation specifications. Each MEEC Member Institution, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control.
2. The MEEC Member Institution unilaterally may order in writing the suspension, delay, or interruption of performance for their portion hereunder. The MEEC Member Institutions reserve the right to test any materials, equipment or supplies delivered to determine if the specifications have been met.
3. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the individual MEEC Member Institution's "Order". Any material that is defective or fails to meet the terms of the solicitation specifications will be rejected.
4. Rejected materials shall be promptly replaced at the direction of the individual MEEC Member Institution.

Section F - Deliveries or Performance

The following delivery or performance requirements are incorporated herein:

1. Prices quoted shall include all transportation and delivery charges fully prepaid by the Contractor, Free On Board (FOB) Destination to the MEEC member institution placing the order.
2. Delivery will be stipulated by MEEC member institutions in their individual orders.

Section G - Contract Administration Data

1. **Roles of the University of Maryland Procurement Officer and Program Manager**

The Procurement Officer is the University of Maryland's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University System of Maryland Program Manager will be the Maryland Education Enterprise Consortium (MEEC). The designated MEEC staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

2. **Invoicing**

The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in the Financial Proposal. Throughout the duration of any resultant contract, the Contractor may be required to provide a paper copy of each invoice. The paper invoice must contain the following minimum information:

1. Invoice Number
2. Invoice Date
3. The word ORIGINAL printed on the original copy of the document.
4. The full company or corporate name and address; payment address if it differs from corporate address.
5. The full nine (9) digit Federal Tax Identification number (for U.S. Contractors only) or Social Security Number.
6. Purchase order number and/or contract number.

Invoices for each Enrollment for Education Solutions (EES) Agreement will be issued annually to each member institution based on the number of FTE. Purchases for other products and services will be issued on an as-needed basis and shall be invoiced accordingly. All invoices will be issued against orders placed by individual MEEC institutions, which may require a purchase order, and according to the instructions provided therein (i.e. number of invoice copies, what is required to appear on the invoices, FEI number, purchase order number, discounts, etc.). Each institution participating in the Agreement will issue its' own orders to the selected Contractor. Payments will be made directly to the selected Contractor.

Any invoice that is unclear, illegible or does not conform to the individual institution's specific instructions shall be returned to the selected Contractor for re-issuance.

Invoices must be directed to the address of each institution as indicated on the associated Purchase Order or in the EES. Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Contractor for re-issuance.

3. Schedule of Payments

Payments are to be Net 30 after receipt of invoice by the University. Invoices shall be issued on a monthly basis as services are being completed; or otherwise as authorized by the University in writing.

4. Assignment

No part of the work specified herein may be assigned or transferred to another Contractor without the prior written authorization of the Procurement Officer.

5. Notices

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the University of Maryland:
following)

April D. Weimer, CPPB
Procurement and Strategic Sourcing
University of Maryland
2113R Chesapeake Building
College Park, MD 20742-3111
Telephone: 301-405-5848
Facsimile: 301-314-9565
Email: aweimer@umd.edu

For Contractor: (please complete the

Telephone: _____
Facsimile: _____
Email: _____

Section H - Special Contract Requirements

1. Term of Contract

The contract term shall commence on August 1, 2018. The base term of this contract shall terminate three (3) years after the beginning date unless extended or sooner terminated in accordance with this RFP.

At the sole option of the University, the contract may be renewed for up to two (2) additional separately exercisable one (1) year terms under the same terms and conditions, with prices as proposed in accordance with the Financial Proposal and accepted by the University of Maryland. Renewals will be in accordance with the MEEC Microsoft Campus and School Agreement, which will be effective August 1, 2018 through July 31, 2023.

The University reserves the right to extend this contract beyond the potential five (5) year term in accordance with any extensions of the MEEC Microsoft Campus and School Agreement. The Campus and School Agreement allows MEEC the option to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months, or (2) one extension term of 24 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.

2. Insurance Requirements

A. General Requirements:

1. All insurance required to protect the Contractor and the University from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.
2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. The Contractor and subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the Procurement Officer for the project; or as required by law; whichever is greater.
3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.
4. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland and shall name the University of Maryland, College Park as "Additional Insured". Insurance companies providing coverage herein shall have an AM Best rating of not less than A-VII or better.
5. The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable.

6. All required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:
University of Maryland
Department Of Procurement and Strategic Sourcing
2113-R Chesapeake Building
College Park, MD 20742
7. Proof of the required insurance and endorsements shall be made by submission to the University, prior to commencement of the work, certificates of insurance and endorsements satisfactory to the University, The Contractor shall promptly furnish copies of required policies upon receipt of a request from the Procurement Officer.
8. All required coverage shall be maintained until final completion and closeout of the project as evidenced by final payment to the Contractor.
9. The Contractor shall defend, indemnify and save harmless the University System of Maryland and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the Contractor, its' employees or agents, of the work covered by this contract.

B. Coverage Required:

1. Insurance coverage shall include:
 - a. General Liability: Coverage for general liability claims arising from operations of the Contractor, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents, explosion and collapse hazard and underground hazard. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:
 - a) \$2,000,000 Per Occurrence Limit
 - b) \$4,000,000 General Aggregate Limit
 - c) \$4,000,000 Products/Completed Operations Limit
 - d) See Excess/Umbrella Liability for additional requirementsNo exclusion for third party action over claims.
No exclusion for punitive damages.
 - b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:
 - a) \$1,000,000 Combined Single Limit
 - b) See Excess/Umbrella Liability for additional requirements

- c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability and Automobile Liability. Should any claim exceed the specified limits for the underlying policies, this coverage is intended to cover the balance of the claim, up to the limit of the Excess/Umbrella policy. The minimum limits for such coverage are assigned below, based on the range of value of the agreement under which the Contractor is employed by the University:

<u>Contract Volume</u>	<u>Excess / Umbrella Limit</u>
Less than \$10,000,000	\$ 5,000,000
\$10,000,001 to \$25,000,000	\$10,000,000
\$25,000,001 to \$50,000,000	\$25,000,000
Over \$50,000,000	\$50,000,000*

*Or as otherwise specified by the Procurement Officer.

- d. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the University is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

- a) Part A: Statutory
- b) Part B: Employers Liability
 - * \$1,000,000 Each Accident
 - * \$1,000,000 Disease, Each Employee
 - * \$1,000,000 Disease, Policy Limit
- c) See Excess/Umbrella Liability for additional requirements

3. Parking

If at any time Contractor shall be on the premises of the University of Maryland, or any other campus with parking restrictions, then Contractor is responsible for acquiring a valid campus parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

In the event of a discrepancy within Sections A through L of this contract, such discrepancy shall be resolved by giving precedence in the following order:

- a) Section H – Special Contract Requirements
- b) Section C – Description/Specifications/Statement of Work

- c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
 - d) Part II – Contract Clauses (Section I)
 - e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
 - f) Part IV – Representations and Instructions (Section K and Section L)
6. Bid Security or Performance Bond Requirements – *Not Applicable to this Procurement*

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Scope of Work

The Scope of Work is defined in Section C of this document.

2. Compensation and Method of Payment

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

3. Contract Term

The contract term is defined in Section H, Subsection 1 of this document.

4. University Work Rules

Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

5. Harmony

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

6. Clean Up

Contractor agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If Contractor fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for same at Contractor's expense. Upon the completion of the work, Contractor agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

7. Independent Contractor

It is understood and agreed that the Contractor is an independent contractor of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

8. Truth-In-Negotiation Certification – *Not Applicable to this Procurement*

9. Multi-Year Contracts Contingent Upon Appropriations

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 University's rights or the Contractor's rights under any termination section in this Contract. The effect

of termination of the Contract hereunder will be to discharge both the Contractor and the University 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 non-recurring costs incurred but not amortized in the price of the Contract. The University 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.

10. Variations in Estimated Quantities

The pricing shall remain firm and fixed at the dollar amounts or discount levels indicated in Section B for the duration of the contract. Quantity estimates are provided for informational purposes only and the University shall not be held to them. Any variation between actual quantities purchased hereunder and estimated quantities provided shall not entitle the Contractor to any type of equitable adjustment.

11. Liquidated Damages – *Not Applicable to this Procurement*

12. Specifications

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

13. Cost and Price Certification

By submitting cost or price information the Contractor certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the Procurement Officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

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

14. Delays and Extensions of Time

- (1) The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.
- (2) 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.

15. Suspension of Work

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

16. Payment of University Obligations

Payments to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

17. Delivery and Acceptance

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the bid or proposal. Any material or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

18. Non-Hiring of Officials and Employees

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

19. 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, sexual orientation (added effective October 1, 2001) 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 subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

20. Financial Disclosure

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

NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site:
www.sos.state.md.us

21. Disputes

(1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and the University of Maryland Procurement Policies and Procedures.

(2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.

(4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.

(5) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

(6) The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

(7) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.

(8) The Procurement Officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

22. Termination for Convenience

(1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University shall determine that such termination is in the best interest of the University or the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section;

(f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and

(ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor

(i) may not be required to extend credit to any purchaser, and

(ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

(3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any,

due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5) (a) and (b) (i) above, the fair value, as determined

by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this section there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the University.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this section shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

23. Termination for Default

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the contract in whole or in part in any one of the following circumstances: (a)

If the Contractor fails to perform within the time specified herein or any extension thereof, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this section, the University may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this section.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, and if this contract does not contain a section providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

24. Arrearages

By submitting a response to this solicitation, the proposer represents that it is not in arrears in the payment of any obligation 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.

The proposer is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

25. Compliance with Laws

The Contractor hereby represents and warrants that: **A.** It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and **C.** 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.

26. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or designee at all reasonable times.

27. Tax Exemption

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

28. Registration

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall register with the Department of Assessments and Taxation.

29. EPA Compliance

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. Occupational Safety and Health Act

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. Maryland Law Prevails

The provisions of this contract shall be governed by the laws of Maryland without reference to its Conflicts of Laws rules.

32. Software Licensing

Licensor represents and warrants that the software, as delivered to the University, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

33. MUCITA

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 22-101 through 22-816, does not govern this Agreement, except to the extent that section 22-104(2) of the Act applies. The parties further agree that this Agreement shall be governed by the common law of Maryland relating to written agreements and Maryland statutes other than MUCITA which may apply.

34. Applicability of Federal Laws

If Federal contract and/or grant funds are utilized in any manner in the performance of this contract, then the University reserves the right to bind Contractor to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provisions of the Office of Management and Budget (OMB) Circular A-110. Contractor agrees to promptly complete and return to the University any related forms and/or affidavits as may be required.

35. Protests and Claims

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: www.purchase.umd.edu Click on this web site, then select the category "Policies", and then "Policies & Procedures", followed by "USM Procurement Policies & Procedures".

36. Intellectual Property Warranty and Indemnification

The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available

to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, University shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

37. E-Maryland Marketplace

All vendors interested in conducting business with the University of Maryland must register at: <https://emaryland.buyspeed.com/bsol/>. Registration is free. eMarylandMarketplace™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

38. Eligibility to Purchase

By submitting a proposal, Contractor agrees to extend the proposed price structure and discounts to any public body/Agency, public or private health or educational institution or any University related foundation with the understanding that such utilization is in accord with the public body/Agency, public or private health or educational institution's policies and procedures.

39. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body/Agency, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive procurement processes as the need may be.

40. Proposal Affidavit

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Contractor's proposal.

41. Changes

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

The section entitled “Delays and Extensions of Time” prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

42. Pre-Existing Regulations

The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

43. Indemnification

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

44. Living Wage Requirements for Service Contracts – *Not Applicable to this Procurement*

45. FERPA (Family Education Rights and Privacy Act) – *Not Applicable to this Procurement*

46. Federal Grant/Cooperative Contract Flowdown Clauses – *Not Applicable to this Procurement*

47. Information Technology Accessibility

The University is committed to making its use of information technology compliant with all federal and state laws and requirements including but not limited to the provision for equally effective, equally integrated, and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act (ADA). A product or service will be considered to have met the accessibility requirements based upon a review by the University or when the vendor documents that their product meets the requirement as described below. UMD reserves the right to test a vendor's product or service to validate the claims regarding compliance.

The Offeror shall provide a description detailing how the system is in compliance with the W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Documentation should include:

- i. Description of complying features
 - a. Description of how feature conforms to WCAG 2.0 Level AA
 - b. If possible, submit certification from a 3rd party
- ii. Disclosure of noncomplying features
 - a. Description of feature(s) and issue(s) resulting in noncompliance,
 - b. a roadmap with timeframe for achieving compliance, and
 - c. recommended plans for providing equal access that work around issue(s)

Information about the Web Content Accessibility Guidelines can be found at:
<http://www.w3.org/WAI/intro/wcag>

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

Attachment 1 - Proposal Price Form - Excel Pricing Sheet

Attachment 2 – Reference Sheet

Attachment 2 - REFERENCE SHEET

Offerors must provide a summary of prior software license contracts the company has completed over the past three (3) years. This should include a minimum of three (3), and at least one (1) that is comparable in size and scope to MEEC. The University will consider all listed contracts to be valid references.

<u>REFERENCE 1</u>	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Software Product and Services:	
Number of Client End Users:	
Justification of Similar Size and Scope:	

<u>REFERENCE 2</u>	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Software Product and Services:	
Number of Client End Users:	
Justification of Similar Size and Scope:	

<u>REFERENCE 3</u>	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	

Completion Date:	
Description of Software Product and Services:	
Number of Client End Users:	
Justification of Similar Size and Scope:	

The Offeror shall list all contracts for software licensing the Offeror has been awarded for the last three years as follows:

<u>Name of Customer</u>	<u>Description of Software Product and Services</u>	<u>Start Date</u>	<u>End Date</u>	<u>Number of Customer End Users</u>

LIST ADDITIONAL REFERENCES ON SEPARATE ATTACHMENT IF NEEDED

PART IV REPRESENTATIONS AND INSTRUCTIONS

Section K – Representations, Certifications and other Statements

BID/PROPOSAL AFFIDAVIT

_____ (Company Name)

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

D. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

F. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

H. 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.

I. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

J. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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.

K. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

L. ACKNOWLEDGEMENT

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

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

Date: _____

By:

(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

_____ (Company Name)

CONTRACT AFFIDAVIT

_____ (Company Name)

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic (**with a presence in Maryland**) or foreign (**no Maryland presence**);
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF NO MARYLAND PRESENCE) filed with the Maryland State Department of Assessments and Taxation is:

Name: _____

Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for registration are*

available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html> For further help call (410) 767-1340 or **email** charterhelp@dat.state.md.us.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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.

NOTE: The financial disclosure form is available under on the following web site: <http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to www.sos.state.md.us

D. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who 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's 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 §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

E. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 2014, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By:

(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

_____ **(Company Name)**

CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

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

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

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____ **By:** _____
(Signature of Authorized Representative and Affiant)

Printed Name: _____

Title: _____

Company Name: _____

Federal Employer Identification Number (FEIN): _____

**PRINCIPLES OF SOCIAL RESPONSIBILITY
and
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

I. Principles of Social Responsibility

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS

I HEREBY AFFIRM THAT:

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations, including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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: _____
(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

_____ (Company Name)

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned of _____ (Contractor) certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) It is not identified on the list (see NOTE below) created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement Article; and

(ii) It is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

Or

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Signature:

Date Signed:

Name of Authorized Representative:

Title:

NOTE: See <http://bpw.maryland.gov/Pages/Debarments.aspx> for the list of Companies Engaged in Investment Activities in Iran. Further information on the BPW Advisory 2013-1, Investment Activities in Iran, is available at <http://bpw.maryland.gov/Pages/adv-2013-1.aspx>

Section L - Evaluation Factors for Award

A. EVALUATION COMMITTEES

The Procurement Officer shall establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer.

B. ACCEPTABILITY OF PROPOSALS

The Procurement Officer shall determine which contractors have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest. In addition, the Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may reject proposals that are outside the competitive range financially, without performing a technical evaluation. The University may accept other than the lowest priced offer. The Procurement Officer may conduct discussions with contractors in any manner deemed necessary to best serve the interests of the University. The Procurement Officer may limit the competitive range to firms highly rated technically by the University for purposes of efficiency. The University reserves the right to make an award to more than one contractor or to split an award among contractors.

C. TECHNICAL EVALUATION

The technical evaluation committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and specifications of the solicitation. The Contractor must satisfy and explicitly respond to ALL the requirements and specifications, including a detailed explanation of how each item listed in the requirements and specifications is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified proposal on technical merit.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in decreasing order of importance.

1. **Mandatory Requirements:** The Offeror's ability to provide the mandatory requirements as listed in the scope of work as described in Section C. The Offeror's overall understanding of the University's mandatory requirements and the nature of work to be performed. To include at a minimum, the quality and soundness of the Offeror's approach.
2. **Desirable Requirements:** The Offeror's ability to provide the desirable requirements as listed in the scope of work as described in Section C. The Offeror's overall

understanding of the University's desirable requirements and the nature of work to be performed. To include at a minimum, the quality and soundness of the Offeror's approach.

3. Qualifications and Past Project Experience: Demonstrated experience, past performance and qualifications in providing the internet service specified in this RFP. In comparison with the minimum requirements and qualifications as described in Section C the Offeror must demonstrate the following:
 - a. Offeror and Personnel Qualifications (including key personnel, if applicable) the ability to provide all services as requested.
 - b. Experience successful past performance providing similar services.
 - c. References cited references must be able to confirm, without reservation, the Offeror's ability to perform as mandated in this solicitation.

The terms "must" or "shall" are used throughout this document to indicate mandatory requirements. The Contractor's proposal is to state clearly that it meets all requirements and specifications; that is, that the Contractor is fully capable of delivering the items and providing the services as specified in this RFP. Each Contractor must provide a written detailed response to each requirement and specification.

Misinterpretation of requirements and specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

The Committee may request site visits for the purpose of evaluating proposals and/or Contractor's responsibility. The Committee may request additional technical assistance from any source. Industry standard references may be used during the evaluation process.

D. FINANCIAL EVALUATION

The separate financial volume will be distributed to the financial evaluation committee. This information will then be used to establish a financial ranking. Information from the price proposal sheet(s) contained in Section B will be used to compute the total price.

E. BASIS OF AWARD

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have greater weight than pricing.** The more closely proposals are ranked technically, the more important price will become. The Procurement Officer will recommend contract award to the responsible contractor or contractors whose proposal is (are) determined to provide overall best value to the University, considering the evaluation factors in this RFP, and price.

F. NEGOTIATION

The University has the right to accept the best proposal as submitted, without discussion or negotiation. Contractors should therefore not rely on having a chance to discuss, negotiate and

adjust their proposals. Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise contractors in the competitive range to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer determines either that discussions are not in the best interests of the University or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.