

University of Maryland

College Park



Request for Proposal (RFP) No. 972016 for IT Hardware

Issue Date:	<u>October 3, 2016</u>
Pre-Proposal Conference:	<u>October 10, 2016 - 9:30-11:00 am EDT</u>
Deadline for Questions:	<u>October 17, 2016 by 3:00 pm EDT</u>
Proposal Due Date:	<u>October 28, 2016 by 3:00 pm EDT</u>

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 UMD-972016	2. SOLICITATION NUMBER 972016	3. TYPE OF SOLICITATION RFP - Request for Proposals	4. DATE ISSUED 10/3/2016	5. REQUISITION NUMBER: N/A
6. ISSUED BY UNIVERSITY OF MARYLAND JEANNE PARKER, ASSISTANT DIRECTOR, IT PROCUREMENT & CAROL MUNN, Sr. Buyer, IT DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING 2109-C PATUXENT BUILDING COLLEGE PARK, MARYLAND 20742			7. ELECTRONIC PROPOSALS SUBMISSION: Electronically via email to the University's Box Follow instructions in Section A-2 D. SUBMISSIONS OF PROPOSALS IMPORTANT: Separate email Box addresses are used for Technical and Financial Proposal Submissions	

SOLICITATION

8. Proposals as specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received via email at the location specified in Item 7 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 or EMAIL	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	D. FAX NUMBER
	Jeanne Parker, Assistant Director, or Carol Munn, Senior Buyer	AREA CODE 301	NUMBER 405-7416 (Ms. Parker) 405-5859 (Ms. Munn)	jparker2@umd.edu cmunn@umd.edu	N/A

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 and discounts are offered at the price/discount 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)
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15. TELEPHONE NUMBER	16. SIGNATURE	17. OFFER DATE
AREA CODE NUMBER EXT.		

AWARD (To be completed by University)

18. ACCEPTED AS TO ITEMS LABELED	19. AMOUNT	20. RESERVED.
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21. ADMINISTERED BY (If other than Item 6)
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22. NAME OF PROCUREMENT OFFICER (Type or Print)	23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)	24. AWARD DATE
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IMPORTANT – Award will be made on this Contract Form with attachment listing of the Contractor's Awarded Categories, Brands and discounts off of Contractor's Standard Educational List Pricing.

Section A-2 – Background/Purpose, Instructions, Conditions and Notices to Contractors

A. Background & Purpose

1. 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 location of the Issuing Office and the points of contact information is listed in Part I – The Schedule, Section A-1, Items 6, and 9 (A) through 9 (D) of this document.

2. Background

The University System of Maryland (USM), is the state’s public higher education system. Benefiting students, as well as Maryland and its citizens, USM offers expansive access to affordable, high-quality educational opportunities, performs ground breaking research, and promotes economic growth. The university system comprises 12 institutions, two regional higher education centers and a system office. USM enrolls more than 125,000 students worldwide. The USM has a budget in excess of one billion dollars annually. The USM's nationally ranked programs, leading-edge research collaborations, and innovative business partnerships provide opportunities that support the USM mission and the goals of the USM Strategic Plan as they prepare students for both the promises and demands of the new century. For more information about the USM go to <http://www.usmd.edu>.

The Maryland Education Enterprise Consortium (MEEC) was formed as an initiative of the University System of Maryland. MEEC unites K-20 education, comprised of K-20 public, private and federal educational entities, libraries, museums and teaching hospitals in Maryland to provide quality information technology opportunities at affordable prices. The MEEC web page may be viewed at www.meec-edu.org. Current MEEC initiatives include but are not limited to software license, hardware and service agreements with major vendors. MEEC has approximately 200 members representing over 216,000 FTE (Full time equivalency) 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/>. Only members of MEEC in good standing are permitted to purchase from the MEEC Agreements. This list of members is subject to change throughout the life of the resulting contract(s). Note: Some of the MEEC participants have overseas facilities/affiliations which are eligible to use the contract. It is desirable that Offerors provide quotations, sales, and shipments to MEEC Institutions outside the USA, but it is not required. 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 The Johns Hopkins University Bologna Center Via Belmeloro, 11 40126 Bologna, Italy	Nanjing Center for Chinese and American Studies Nanjing, PRC UMUC Asian Division Headquarters Unit 5060 Box 0100 APO AP 96328-0100
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3. Purpose

The University of Maryland, a USM institution and MEEC member is conducting this Request for Proposals on behalf of MEEC. The purpose of this solicitation is to select multiple firms capable of providing computer hardware and related services for MEEC partner institutions including the University System of Maryland. Selected Contractors shall serve as the interface between the MEEC Community and their awarded manufacturer 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.

4. IDIQ Contracts

Contractors will be awarded Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for products from specific manufacturers (or brands) in each Category identified below. Contractors may only be Awarded Category 5 in combination with Award in at least one other Category. **[NOTE: Detail on Categories and requirements is provided in Section C of this RFP – Specifications and Requirements.]** The Contractor may sell any product that falls into the awarded Category (for example, desktop computers, or data storage devices) within the manufacturer or brand awarded. For example, the vendor to whom the contract for Hitachi data storage device is awarded may sell any and all data storage devices, software and necessary peripherals sold by Hitachi. No guarantee is made that any specific volume of purchases or dollar commitment that will result from the IDIQ contract award.

As new products are introduced into a manufacturer's line or brand, the Contract holder may sell any and all such new products in the Category and brand for which they hold the contract. For example, when Hitachi improves a piece of hardware and includes the upgrade into its data storage product line (regardless of model or SKU number) The vendor that won the Contract for Data Storage Devices (Category 2) under the brand Hitachi, may sell the new item to any participating MEEC institution or USM campus, at the discount from list price offered in response to this RFP and incorporated into the Contract.

The anticipated timeframe for issuing Intent of Award to selected vendors is early December, 2016. Selected vendors shall plan to participate in the MEEC Vendor Showcase scheduled for March 30, 2017. Contracts awarded as a result of this RFP will clearly state the Category and Manufacturer or Brand awarded. The University, on behalf of MEEC, may make multiple awards for any Category and/or manufacturer or brand.

5. Contracts Use

Any MEEC member in good standing may use the contracts awarded as a result of this RFP. Participation by USM campuses and/or institutions in any resulting contract is voluntary. USM institutions will not be required to procure computer hardware exclusively from the selected vendor(s). The USM reserves the right to procure computer hardware and related services from other sources when it is in the best interest of the USM and to do so, without notice to vendor(s).

The list of contract holders will be provided to all MEEC institution procurement offices. Purchase orders (and/or in some cases contracts) will be issued by participating institutions on an as needed basis. Each institution will be responsible for payment resulting from purchase orders or contracts issued by the institution. Contractors are advised not to ship products or perform services until they receive a purchase order from a participating institution.

It is estimated that the resulting contract(s) have the potential of expenditures in excess of \$900 million over a full, nine-year contract life. However, there is no data available to substantiate this estimation. These projections are estimates only, and in no way commit the institutions to either purchase their projected amounts, nor use the contracts generated from this RFP as their purchasing vehicles.

6. Scope of the Award – Categories & Solutions Contractors

Offerors may respond to one or more of the five categories listed below. It is anticipated that multiple awards will be made in each Category and responding firms may be awarded in one or more categories:

Category 1 – Desktop, Laptop, and Portable Computers/ Tablets

Desktop, laptop and portable computer hardware (to include laptops, notebooks, netbooks, tablet computers and related hardware) and peripherals, to include operating system software at the option of an institution. The scope of this Category also includes thin-client computers.

Category 2 - Data Storage Devices and Systems

Data Storage Devices to include RAID arrays, stand-alone hard-drives, SAN systems, virtual storage hardware systems (not to include software as a service) and other versions of data storage systems, and related installation and maintenance services inclusive of software necessary for the operation of the storage device or system, at the option of an institution.

Category 3 - Server Class Hardware/Equipment and Virtual Computing

Server class computers, and related installation and maintenance services, and to include software necessary for the operation of the server system (or network of servers, at the option of an institution. The scope of this Category also includes Virtual Computing system hardware, and related installation, maintenance services, and optimum software for a given installation to support the virtual computing environment, including hybrid models.

Category 4 - Network Hardware

Network hardware, including Wi-Fi network equipment, and related installation and maintenance services, and to include software necessary for the operation of the network system, at the option of an institution.

Category 5 - Computer Hardware Peripherals

This Category may only be awarded to contractors that are awarded in at least one of the other four Categories. Category 5 includes computer hardware peripherals such as monitors, sound systems, mice, pointing devices, scanners, IP cameras, data storage devices, etc.

Solutions Contractors

In addition to hardware contractors, the University reserves the right to make a limited number of Solutions Contractor awards. To be eligible for a Solutions Contractor award, a contractor must be rated and ranked as one of the top contractors in at least two of the Categories excluding Category 5 that is not required for submission in order for a vendor to be a Solutions Contractor. Solutions Contractors will be able to provide integrated computing solutions that cross or blend the definitions of the individual Categories to provide an integrated system. Such systems contract will include systems engineering, implementation and support services not to exceed 49% of the total contract value (51% or more hardware, 49% or less services). As required in Section C 1.3.6, Offerors for all categories shall submit resumes for their proposed Solutions Architect.

7. Financing and Leasing

Financing of hardware purchases will be allowed, including Closed End Leases (no obligation to buy at end of lease) and Lease-Purchase arrangements. Offerors should stipulate their leasing terms as an appendix to the financial proposal volume. Offerors are **not required** to offer financing of hardware, and are **not required** to provide hardware on a lease basis.

8. Contract Modifications/Amendments and Adding Brands

As technology evolves, the USM and the MEEC may add computer/technology equipment and services to the Contract Awards, by written modification/amendments to the contracts. It is anticipated that Brands will be added over the life of the Contract.

Contractors may be solicited, potentially annually, for proposing the addition of Brands offered within their Awarded Categories at discount off of their Standard Educational List Pricing. The additional Contractor proposed Brands shall be considered for Award in terms of their value to MEEC members. Any accepted additional Contractor proposed Brands shall be amended to the Contract through Contract Modification/Amendment. Additional Brands may also be considered to be added on an ad-hoc basis during the life of the contract as needed. As needed requests may be submitted to the Procurement Officer by an individual MEEC member institution or a lead MEEC member institution on behalf of a MEEC member constituency. Ad-hoc requests for adding Brands shall be assessed in terms of the overall value to MEEC members. The ad-hoc Brand requests of value may be solicited to Contractors for proposing the addition of Brands and associated discounted off of their Standard Educational List Pricing within their Awarded Categories. Acceptable additional ad-hoc requested Brands shall be amended to the Contract through Contract Modification/Amendment.

9. Out-of-Scope

The contract will **not** include “cloud computing” options where the hardware is owned by others and space, or storage, or computing capacity is provided as a lease.

The contract does **not** include radio communications equipment, audio visual or video equipment. However, the contract will include computer hardware that can maintain a network connection or communicate over a cellular data connection.

10. DEFINITIONS of Terms Used in this RFP

Campus: Independent unit of the University System of Maryland.

Contractor: An Offeror that receives a Contract as a result of this RFP. Also see On-Call Contractor.

Institution: Organizational unit of the USM or other entity. Institution may be a USM campus, a research unit like the USM Center for Environmental Studies, a large but distinct unit of a campus (for example, UMES Department of Human Resources and IT department), a non-USM institution of higher education.

Offeror: Person or firm that submits a Proposal in response to this RFP. Same as Responder or Proposer.

Contract: An Indefinite Delivery, Indefinite Quantity contract between the USM and a Contract holder that set the minimum price discount percentage, terms and conditions of the contract agreement,

(the Contract) but does not specify or guarantee any work or payment. Contractors are eligible to compete for Task Orders under the TORP process.

MEEC: Maryland Education Enterprise Consortium – Educational institutions in Maryland that may include K – 12 schools, lending libraries, community colleges and other educational institutions both public and private.

Procurement Office: Administrative office of each campus and/or Institution that is authorized to sign contracts on behalf of the Institution.

Procurement Official: Person authorized to sign contracts on behalf of the Institution.

Proposer: Same as Offeror

Responder: Person or firm that submits a Proposal in response to this RFP. Same as Offeror.

SELP: Contractor’s published or otherwise verifiable Standard Educational List Pricing

Solutions Contractor: A contractor must be rated and ranked as one of the top contractors in at least two of the Categories excluding Category 5 that is not required for submission in order for a vendor to be a Solutions Contractor. Solutions Contractors will be able to provide integrated computing solutions that cross or blend the definitions of the individual categories to provide an integrated system. Such systems contract will include systems engineering, implementation and support services not to exceed 49% of the total contract value (51% or more hardware, 49% or less services).

TORP: Task Order Request for Proposal. The process used to seek abbreviated proposals for specific equipment purchases or for ad hoc tasks, from Contractors that have been awarded Contracts as a result of this RFP.

Task Order: Written notice to a Contractor(s), that have been awarded a Contract as a result of this RFP, to provide hardware and/or perform work as specified in the Task Order.

USM: University System of Maryland.

11. Terms and Conditions that apply to all Categories Awarded as a result of this RFP

Price Structure: Contractor agrees to extend the proposed price structure and discounts to all participating MEEC institutions (which may include schools, educational institutions, museums, hospitals, and libraries within the state of Maryland whose procurement policies and procedures allow use of such agreements) and University System of Maryland campuses, entities, and facilities.

Price Quotes: A written price quote that provides specific details about the item being quoted, including general description, technical specifications where applicable, quantity, unit of measure, list price, discount percent (consistent with percent discount offered in response to this RFP) and discounted price, will be provided to any MEEC participating institution upon request. Price quotes must be valid for a minimum of 30 days. Price quotes may be delivered via web pages, e-mail attachments or any other technology, provided that the end user may review a written description of the quote.

Prices may not be adjusted nor additional fees charged if the MEEC participating institution pays by purchase order with Net 30 days payment terms, or if they pay by credit card. Credit card convenience fees are specifically prohibited under the contract for all MEEC participating institutions.

Secondary Competition – Task Order Request for Quotes/Proposals: It is anticipated that participating institutions may have large volume purchase for a specific delivery date (a new computer lab, etc.) and may want to seek secondary competition from contract holders. Any participating institution may issue a Task Order Request for Quotes or a Task Order Request for Proposals to contract holders. Awards of Task Order Request for Quotes/Proposals will be made in accordance with the terms and conditions of the specific Task Order Request for Quotes/Proposals.

Price Changes: Since the basis of pricing for any award resulting from this RFP will be based on a percentage discount from SELP, price increases (reducing the percentage discount from SELP price) will not be permitted during the contract term. Attempts to reduce the base percentage discount from list price may result in termination of the Contractor's awarded Contract.

The percentage discount from list price may be increased at any time, or for a limited period of time, or in response to a specific Task Order Request for Proposals/Quotes.

B. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on:

Day & Date: Monday, October 10, 2016
Time: 9:30-11:00 am EDT

University of Maryland Baltimore County - UMBC Tech South
1450 South Rolling Road
Halethorpe, MD 21227
Location: Main Seminar Room

For directions go to: <http://www.bwtechumbc.com/about/directions.html>

Visitor parking is located in the parking lot across from the building. Firms should estimate a duration of up to an hour and a half for the pre-proposal conference. Contractors who are attending the pre-proposal conference are requested to bring written copies of any questions they may have to the conference. Answers will be provided in accordance with paragraph 2 of Section A-2, C below.

In order to help plan meeting room size, any Contractor planning to send a representative should contact the Issuing Office at least three (3) working days prior to the conference. While attendance at the pre-proposal conference is not mandatory, all interested Contractors are encouraged to attend to be able to better prepare acceptable proposals. Contractors desiring to send more than two representatives to the pre-proposal conference must obtain the prior approval of the Procurement Officer.

C. QUESTIONS

Each Contractor is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors 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 October 17, 2016 by 3:00 pm. Such requests should contain the following: **“QUESTIONS: RFP #972016”**. Only emailed communications relative to the procurement shall be considered. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing by email. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Officer as having received this RFP. No oral communications shall 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 shall be submitted electronically in the file format specified via email to the secured Box environment the University of Maryland has established for this RFP. The file format for the technical proposal is Adobe PDF. The file format for the financial proposal is Microsoft Excel.

Proposals must be:

- (1) Submitted in the format set forth herein,
- (2) Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) Signed by a person duly authorized to commit Contractor to the proposal – scanned and electronic signatures are acceptable,
- (4) Separated into Technical and Financial Proposals
- (5) Each Proposal document file must be clearly labeled as follows:

<Your Firm's Name> Technical Proposal – UMD-MEEC HW – RFP 972016.pdf

<Your Firm's Name> Financial Proposal – UMD-MEEC HW – RFP 972016.xls

- (6) Submit the Technical and Financial Proposal to the following email addresses:

Technical Proposals email address: Technic.b96x3ursydj7bskh@u.box.com

Financial Proposals email address: Financi.whjpx4rsohbe4n4t@u.box.com

Commingling of technical and financial information or failure to submit the Technical Proposal and the Financial Proposal **separately** may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected.

Proposal Submission Confirmation

The Issuing Office automatically receives “New items were added to...” emails from Box when documents are uploaded into the University’s Technical Proposals and Financial Proposals Box folders for this RFP. These emails include the email address of the person that uploaded the document, the title of the document, and the date and time that it was uploaded.

After submitting Proposals to the Box addresses, Contractors/Proposers will receive response emails with the Subject “Success! Your email attachment was successfully uploaded to Box...” confirming the submission of their Proposals. Proposers shall keep a copy of this Confirmation email for their records.

NOTE: PROPOSALS CONVEYED TO OTHER EMAILS ADDRESS THAN THOSE PROVIDED IN ITEM (6) ABOVE, OR BY TELEFAX OR HARDCOPY WILL NOT BE ACCEPTED.

E. CLOSING DATE

Proposals must arrive at the location at the email addresses listed in D. SUBMISSION OF PROPOSALS (6) above on or before **October 28, 2016 at 3:00 pm** in the format set forth herein.

Contractors should allow sufficient 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 Contractors 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 Contractor. 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 Contractor 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 Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor 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 Contractors who are on record with the Procurement Officer as having received this RFP. All amendments shall become a part of this RFP. Each Contractor must acknowledge receipt of amendments, and the failure of a Contractor to acknowledge any amendment shall not relieve the Contractor 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 Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. UNABLE TO PROPOSE

If Contractor is unable or unwilling to submit a proposal in response to the requirements, Contractor 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

Contractors 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, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

In order for such claims of confidentiality to be considered, Contractors 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, Contractor shall submit its proposal as two (2) separate electronic documents as defined in Item D above, with content 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 SPECIFICATIONS & BUSINESS REQUIREMENTS

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. **EXECUTIVE / MANAGEMENT SUMMARY**

The Executive/Management Summary should contain a brief synopsis of how the Contractor's proposal meets the needs of MEEC.

b. **THE TECHNICAL PROPOSAL**

Volume I – Technical.

Contractors are urged to read the specifications very carefully and to submit their questions, in writing via email, by the due date for questions. Misinterpretation of specifications by the Contractor shall not relieve the Contractor 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 respond to each item of the RFP requirements and specifications, reference Section C of this RFP. Simple YES or NO responses to stated requirements are insufficient. Rather, the Contractor must respond per the directions in Section C Requirements Matrix.

Technical Proposals submission must comply with Section A-2 D. SUBMISSION OF PROPOSAL.

(1) The Contractor's Technical Proposal shall include the following documents:

Technical Proposal must contain:

- Solicitation / Contract Form Section A-1: Contractors must complete Items 11, 12, 13, 14, 15, 16 and 17 of this document as part of Contractor's Technical proposal. Failure to submit these completed documents may cause the Contractor's proposal to be rejected, at the sole discretion of the University. With the electronic submission, the University shall accept signed scanned or digital signature for Item 16.
- Section G 5. Notices Contractor Contact Info.
- Section C - Proposal responses for meeting the Specifications and Requirements stated including:
 - All applicable responses to the requirements defined in Section C must be responded to in Section C Matrix
 - All documentation as required in Section C, for example Resumes, evidence to resell brands for each Category proposed, etc.
 - All Reference information required utilizing the Reference Form in Section C
- Completed and Signed Affidavits/Certifications
 - Bid/ Proposal Affidavit
 - Contract Affidavit
 - Conflict of Interest Affidavit and Disclosure

- Social Responsibility Affidavit and Disclosure
- Certification Regarding Investment Activities in Iran
- Any additional support documentation required, including evidence of Authorization for Resale of each proposed brand in each Category proposed

2. VOLUME II - FINANCIAL

Contractors 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.

The Financial Volume consists of and must contain the following items:

a. PRICING SECTION

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

The University reserves the right to renegotiate pricing for any Category to achieve more favorable pricing annually post-Award during the duration of the Contract in the event of market value price changes and/or volume pricing based on MEEC aggregated sales.

b. FINANCIAL VIABILITY

The University reserves the right to require, during proposal evaluation, that the Contractor 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 Contractor financial responsibility.

c. NOTICES INFORMATION

Contractors 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 MEEC or otherwise in the best interest of MEEC.

O. ORAL PRESENTATIONS/DEMONSTRATIONS

Oral Presentations/Demonstration will not be conducted.

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 Contractors 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 or more Contractors; to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the MEEC.

Discussions may be conducted with those Contractors 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 Contractor to submit such additional information bearing upon Contractor'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 Contractor.

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/

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 CONTRACT WITH SUCCESSFUL CONTRACTOR

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 Procedures."

By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all amendments and addenda in total shall be incorporated by reference into the resulting Agreements to awarded vendors.

The Contract Term as defined in Section H – Special Contract Requirements – consists of an initial term of three (3) years with two (2) three (3) year renewal options for a total potential contract life of nine (9) years.

Awarded vendors shall receive a countersigned Section A-1, where items 18 through 24 shall be completed by the University; along with an Attachment that lists the Categories and manufacturer/brands awarded and their corresponding minimum discounts off of Contractors Standard Educational List Pricing and any Value Added Pricing.

If there is any ambiguity, discrepancy or conflict in the terms of the documents referenced, the discrepancy or conflict will be resolved by giving precedence to the documents in the following order.

1. Request for Best and Final Offers (if any)
2. RFP including any modifications/amendments made thereto
3. Contractor's Best and Final Offer (if any)
4. Contractor's Proposal including any modifications/amendments made to the proposal.

T. DEBRIEFING OF UNSUCCESSFUL PROPOSORS

Debriefing(s) of unsuccessful proposer(s) 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 proposers' unsuccessful proposals. 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 offerors' proposals or discussions, 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 & INFORMATION SESSIONS

Contractor(s) 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.

The selected vendors(s) will participate in a total of three events, which include the MEEC Vendor Showcase/ Conference that is scheduled for March 30, 2017 and a minimum of two (2) Information Sessions for the new contract with the MEEC members to be held 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 hardware 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.

V. RESERVED.

W. RESERVED.

X. RESERVED.

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 Items and related services contracted, via orders placed by authorized individuals, at the quantities and pricing structure contained herein. The price discount structure in the pricing sheet shall apply to all products.

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

Contractors shall use Attachment B to this RFP, the **Financial Proposal – UMD-MEEC HW – RFP 972016.xls** Excel file as the Pricing Form for each Category proposed for their Financial Proposals.

Contractors shall fill in their company's name and the minimum discount percent off of their *published or otherwise verifiable* Standard Educational List Pricing (SELP) for Brands proposed for each Category bid.

1. The five Categories are listed under separate Tabs in the Excel Pricing Form. The corresponding Category Tab must be completed for the Category proposed.
2. ♣**Note:** Proposers may add **one (1), and only one**, "other" or additional brand or manufacturer in each category. These additional brands are to be added in the worksheet boxes labeled with the Club symbol "♣" (at the end of each Brand column). The corresponding Discount and Value Added Pricing should be listed with the proposed brand. Acceptance of the brand will be subject to the decision of the evaluation committee, who may designate the brand as acceptable or reject the brand.
3. Blanks will be interpreted as zero (0) and that the contractor doesn't propose that brand.
4. Section C of this document provides the Specifications and Requirements for this RFP.
5. Section C 1.14, part of the general mandatory technical requirements, Contractors are notified that MEEC has instituted a funding stream by initiating a 0.5% surcharge on products/services purchased by MEEC members, through resulting Agreements awarded under this RFP. Awarded Contractors will transmit funds associated with the 0.5% to MEEC by electronic transfer twice a year. (Refer to Section C for 1.14 for more detail.)

Pricing submitted for the Financial Proposal shall include the MEEC surcharge. To be clear, Pricing proposed shall take into financial consideration the 0.5% surcharge MEEC funding stream requirement.

6. Contractors may propose additional Value Added Pricing, for example, additional Volume based discounts for each Category may be proposed and/or for specific Brands proposed within the Category Tab of the Excel Price Form. NOTE: There is not a format specified for submitting Value Added Pricing as the University does not know what types of vendor specific Value Added Pricing programs may be available. However, it is required that any Value Added Pricing programs be submitted in each of the Excel file Category tabs, if proposed.
7. Offerors including financing of hardware purchases as allowed per Section A-2 item 7. Financing and Leasing on page 5 of the RFP, must include their leasing terms as an appendix to the financial proposal. (Offerors are **not required** to offer financing of hardware and are **not required** to provide hardware on a lease basis.)

Contractors are to submit their Financial Proposals on the Excel Pricing Form in accordance with Section A-2, D. Submission of Proposals on or before the Date and Time in Section A-2 E. Closing Date.

In evaluating Financial Proposals, the University reserves the right to request Standard Educational List Pricing (SELP) for proposed Category Brand equipment.

Section C – Specifications and Requirements

1.0 – GENERAL MANDATORY TECHNICAL REQUIREMENTS INCLUDING BASE WARRANTIES BY CATEGORY

♣Note: *Proposers may add **one (1), and only one**, “other” or additional brand or manufacturer in each category. Acceptance of the brand will be subject to the decision of the evaluation committee, who may designate the brand as acceptable or reject the brand.*

1.2 Firm Overview: Proposer shall provide an overview of their firm in the Technical Proposal that is no more than one page in length. Contractors shall include information regarding their organizational experience with MEEC and/or MEEC members and/or Educational Institutions if any.

1.3 Capabilities

1.3.1 Proposer must describe its ability to act as the prime contractor for awarded goods and services. Limit this narrative to one page in the Technical Proposal. The prime contractor shall be responsible in all matters required by this RFP for any and all hardware, software, documentation, and all other awarded products and services. Sub-contractors must be identified with stated roles and responsibilities. Payments for goods and services will be made only to prime contractors. Sub-contractors involved with the assembly or maintenance of hardware and software must be certified by the applicable manufacturers to do such work.

1.3.2 Proposer must provide a detailed plan of operations indicating their methodology to resell or distribute personal purchases for MEEC members’ Faculty, Staff, and Students. The plan need to be up to 1 page in the Technical Proposal.

1.3.3 Proposer must provide an organizational chart as it applies to supporting a resulting Agreement in Award of this RFP. The organizational chart should clearly show management chains in support of a MEEC Agreement and provide escalation paths.

1.3.4 Each Offeror must provide a letter, certificate or other evidence that they are a recognized and approved reseller of the hardware and associated software they offer in their proposal(s) for the Categories 1, 2, 3 and 4 (Category 5 peripheral devices is excepted.) To be clear, if the Offeror proposes to resell multiple brands, they must provide a letter, certificate or other evidence that they are a recognized and approved reseller for each and every brand or manufacturer outside of peripherals per Category proposed. The USM reserves the right to contact any manufacturer to verify that the Offeror is authorized and approved by the manufacturer to resell the hardware and associated software. If such authorization is denied, the Procurement Official may consider the Offeror’s proposal not susceptible of receiving an award, and may reject the Offeror’s proposal.

1.3.5 Delivery Requirements: Proposer must describe its ability to provide and deliver to participating entities in all Maryland counties and Baltimore City.

1.3.6 Dedicated MEEC Account Team Representative(s): Technical Proposal must provide a staffing plan of no more than one page in total that includes a dedicated account representative(s) for this agreement. Duties and responsibilities include, but are not limited to: processing orders (which may be delivered by ERP, internet, e-mail, FAX, telephone, US Mail or other agreed to methods),

generating quotes with all applicable discounts, fees and taxes, addressing customer concerns and questions, pre-sales support, and order tracking.

1. Account representative(s) must be available 8:00 am – 5:00 pm Eastern Time, Monday through Friday.
2. Proposer will provide contact information for the dedicated account representative(s) and areas of responsibility (such as by school or group of schools/educational institutions, by geographical location, etc.) upon award. Specify the contact person for large and/or complex orders as well as every-day and small orders (may be the same person) to include complete contact information. The Contact information is to include name, mailing address, local or toll-free phone number, fax number, and e-mail address.
3. Account representative(s) must have the ability to process phone orders and accept payment in the form of a valid purchase order, procurement credit card, or institutional check.
4. Provide the resume of the dedicated account representative (primary person) responsible for responding to and fulfillment for orders placed for MEEC under a resulting Agreement with your firm.
5. Provide the resume of the account representative responsible for responding to every-day and small orders (may be the same person as the dedicated account representative).
6. Proposers must provide a designated Sales Engineer as part of their proposed dedicated MEEC Account Team. Provide the resume of the proposed Sales Engineer.
7. Proposers that seek to be considered as Solutions Contractors shall provide a designated Solutions Architect as part of their proposed dedicated MEEC Account Team. Provide the resume of the proposed Solutions Architect.

1.3.7 Single Point of Contact: Technical Proposal must specify a single point of contact to the MEEC Executive Director and the University of Maryland Procurement Officer for administrative and contractual communications. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, and mobile phone numbers.

1.3.8 Technical Proposal shall confirm that your firm's Proposal includes the entire current product line of the brand(s) or manufacturer(s) for each Category submitted. **Note: It is not necessary nor requested for firms to list each and every product in the current line.** In the event all are not included, stipulate clearly any exceptions that will not be included or offered for sale under the MEEC contract along with rationale as the reason why they are excluded.

1.3.9 Technical Proposal shall include a description of the process to be used by the ORDERING INSTITUTION (MEEC member) personnel when requesting quotes for hardware (for institution purchases, not personal purchases). The Ordering process shall be stated in 1 page or less.

1.4 New and Unused Equipment: All equipment purchased under this agreement shall be new and unused, unless a participating MEEC Institution issues a Task Order Request for Quotation (TORFQ) or Task Order Request for Proposal (TORFP) that specifically allows submission of offers that include used or refurbished equipment. Used or refurbished equipment may not be substituted without the ordering institutions written approval. As stated under the warranty sections, it is acceptable for replacement parts to be serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.

1.5 Labeling: Each and every shipment must include a label on the outside of the box (or other shipping container) that will include the ordering institution's purchase order number, or, in the case of a credit card purchase, the name of the person that placed the order.

1.6 Compatibility: All peripherals and components configured and ordered with a system must be compatible with that system. All components must be manufacturer approved, unless otherwise noted, and therefore, eligible for full manufacturer's warranty.

1.7 Complete Configuration and Delivery: All equipment purchased under this agreement must be configured with, and delivered with all required cables, keys (if applicable), License Keys, documentation, proof of all software licenses acquired with processors, and appropriate media.

1.8 Ability to Run Current Version of OS: All processors offered must be capable of running the most currently available version of the requested OS (for example Microsoft Windows, Apple OS, Android or LINUX) as the primary operating system, as requested.

1.9 Operable Peripherals/Adaptors: All software and/or necessary drivers related to peripherals and/or adaptors, and ordered at time of processor purchase, must be installed and operational prior to time of delivery.

1.10 Products Guaranteed "Virus Free": All software installed prior to delivery must be scanned for viruses prior to delivery and must be guaranteed as "virus-free" (successfully scanned and no viruses found) upon delivery.

1.11 Energy Star Compliance: Applicable equipment must be rated "Energy Star" (federal standard) as described at www.energystar.gov.

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

1.13 Base Warranty Period: Warranty period shall begin upon delivery of equipment to the customer. The following are the Base Warranty Requirements by Category.

1.13.1 Categories 1-4 Base Warranty Requirements: For Categories 1, 2, 3 & 4 equipment ordered under this agreement at minimum, all equipment ordered under this agreement, must meet the following warranty requirements for Maryland based customers:

- (a) Proposer will provide a minimum three (3) year on-site warranty for all parts and labor. (A lesser term may be requested by the ordering agency at the time the order is placed. A lesser price for a lesser warranty term is expected on an order-by-order basis.)
- (b) In addition to, and concurrent with the required three-year "on-site" warranty, Proposer will provide, as an option, a three (3) year warranty for all parts and labor (either onsite or mail back/carry in) included in the purchase price.
- (c) If the manufacturer offers a better warranty, the manufacturer's warranty shall apply.

- (d) Proposer must provide diagnosis to problem within one (1) business day of receipt of notice of the problem.
- (e) Part replacement for repair, or comparable product replacement must occur within 3 business days. Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- (f) If problem is not resolved to the customer's satisfaction within 10 business days, Proposer shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer's equipment. Such replacement equipment must be provided to the customer by the 10th business day.
- (g) Manufacturer's warranty shall apply for all peripherals and accessories.

1.13.2 Category 5 Base Warranty Requirements: For Category 5 equipment ordered under this agreement at minimum, all equipment ordered under this agreement, must meet the following warranty requirements for Maryland based customers:

- (a) Manufacturer's warranty shall apply for all peripherals and accessories.
- (b) Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer

1.14 MEEC has instituted a funding stream by initiating a 0.5% surcharge on products/services purchased by MEEC members, through this agreement. Vendors will transmit funds associated with the 0.5% to MEEC by electronic transfer twice a year. Vendor must submit in their Technical Proposal information that describes their proposed solution to meet this requirement. Tracking and reporting of MEEC member purchases must be submitted to MEEC at the time funds are dispersed to MEEC. Information provided in response to this requirement must include a narrative of the vendor's proposed method for tracking, reporting and payment of this surcharge of 0.5% to MEEC. NOTE: This response is not financial in nature, but rather the narrative description in the Technical Proposal on how the Offeror intends to meet this transmission of the surcharge fees twice a year.

2.0 – CATEGORIES AND CATEGORY SPECIFIC REQUIREMENTS

Proposers may propose brand(s) in 1 or more Category with the stipulation that Category 5 cannot be proposed solely – it may only be proposed in addition to at least one other Category.

♣Note: *Proposers may add **one (1), and only one**, “other” or additional brand or manufacturer in each category. Acceptance of the brand will be subject to the decision of the evaluation committee, who may designate the brand as acceptable or reject the brand.*

2.1 Category 1 – Desktop, Laptop, and Portable Computers/ Tablets

Resellers should offer one or more brand(s) of Desktop, Laptop and Portable Computers/Tablets computers. Resellers must have the capacity to resell the entire line from the selected manufacturer/brand. Manufacturers may resell their own brand. The scope of this Category 1 also includes thin-client computers. Contractors shall submit the Brands proposed from the Acceptable Brands listed below.

Acceptable Brands

<ul style="list-style-type: none">• Acer• Amazon• Apple• Asus• Dell• Dell / Wyse• Google• HPI• Huawei• Fujitsu	<ul style="list-style-type: none">• Lenovo• LG• Microsoft• Motion• Panasonic• Samsung• Sony• Toshiba
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Desirable Features for Desktop, Laptop, and Portable Computers/ Tablets

ISO Compliance: Proposer may provide documentation to verify certification and compliance with the ISO 9000 series of standards for quality assurance, for the development and manufacturing of all products proposed under this contract.

Level A Installation Service: Proposer may provide a service to factory pre-install licensed software, or pre-load software images. Many Maryland education entities participate in one or more enterprise level software agreements. Any customer electing to take advantage of this service will be responsible for providing proof of license and appropriate media to the vendor.

Level B Installation Service: Proposer may provide an on-site installation service consisting of unpacking, assembling all equipment and cables, installing of all hardware and software required for the operation of equipment as ordered, and testing. Proposer's service may also include assistance with customer's inventory procedures (affixing ID tags, filling out appropriate inventory forms with serial numbers, etc.). All products must be guaranteed as "virus-free" upon completion and delivery.

Level C Installation Service: Proposer may provide an on-site installation service that would consist of the customized configuration of computer operating system and network functions, installation and configuration of telecommunication equipment, servers, and server software.

Manufacturer's Extended Warranty Service may be purchased in conjunction with or separately from Desktop, Laptop and Portable Computers/Tablets at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer's Warranty Services. Manufacturer's Warranty Service shall include, but is not limited to:

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

Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. All defective items must be replaced at no additional cost. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

Manufacturer’s Extended Service Agreement may be purchased in conjunction with or separately from Desktop, Laptop and Portable Computers/Tablets at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer’s Service Agreement. Manufacturer’s Service Agreement shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the Hardware;
- Flexible service options including telephone or e-mail support;
- Timely problem resolution of reported discrepancies;
- Remote technical support;
- Online self-help functions;
- On-site service

Any service period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

2.2 Category 2 - Data Storage Devices and Systems

Data Storage Devices (to include RAID arrays, stand-alone hard-drives, SAN systems, virtual storage hardware systems (not to include software as a service) and other versions of data storage systems, and related installation and maintenance services to include software necessary for the operation of the storage device or system, at the option of an institution. Contractors shall submit the Brands proposed from the Acceptable Brands listed below.

Acceptable Data Storage Brands

<ul style="list-style-type: none"> • Barracuda • Buffalo • Data Direct • Data Domain • Dell • Dell-EMC • Exagrid • Flexpod • Fujitsu • HPE • Hitachi • IBM • Infinidat • Isilon 	<ul style="list-style-type: none"> • Net App • NetGear • Nexsan • Nimble • Nusani • Oracle • Pure Storage • Quantum • Revinetix • Seagate • Suse • Tintri • VCE • Veritas • Western Digital
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Desirable Features for Data Storage Devices

ISO Compliance: Proposer may provide documentation to verify certification and compliance with the ISO 9000 series of standards for quality assurance, for the development and manufacturing of all products proposed under this contract.

Level A Installation Service: Proposer may provide a service to factory pre-install licensed software, or pre-load software images. Many Maryland education entities participate in one or more enterprise level software agreements. Any customer electing to take advantage of this service will be responsible for providing proof of license and appropriate media to the vendor.

Level B Installation Service: Proposer may provide an on-site installation service consisting of unpacking, assembling all equipment and cables, installing of all hardware and software required for the operation of equipment as ordered, and testing. Proposer's service may also include assistance with customer's inventory procedures (affixing ID tags, filling out appropriate inventory forms with serial numbers, etc.). All products must be guaranteed as "virus-free" upon completion and delivery.

Level C Installation Service: Proposer may provide an on-site installation service that would consist of the customized configuration of computer operating system and network functions, installation and configuration of telecommunication equipment, servers, and server software.

Manufacturer's Extended Warranty Service may be purchased in conjunction with or separately from Data Storage at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer's Warranty Services. Manufacturer's Warranty Service shall include, but is not limited to:

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

Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. All defective items must be replaced at no additional cost. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

Manufacturer's Extended Service Agreement may be purchased in conjunction with or separately from Desktop, Laptop and Portable Computers/Tablets at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer's Service Agreement. Manufacturer's Service Agreement shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the Hardware;
- Flexible service options including telephone or e-mail support;
- Timely problem resolution of reported discrepancies;
- Remote technical support;
- Online self-help functions;
- On-site service

Any service period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

Category 2 Case Study Requirement.

Vendor shall provide a written case study or description of an installation completed by the offeror's firm within the past 3 years. The case study should include pertinent information about the installation and the client's site. The case study should conclude with a statement that installations for MEEC members will meet or exceed the standards used in the case study. Include contact information for the case study client so that the evaluation committee can contact them for reference information – include client name, contact person's name, telephone number and e-mail address. Case study should not exceed one page in length.

2.3 Category 3 – Server Class Hardware/ Equipment and Virtual Computing

Server class computers and equipment as well as related installation and maintenance services, to include software necessary for the operation of the server system (data center or network of servers), at the option of an institution. MEEC will also acquire the necessary server hardware for Virtualization. Additionally, optimum software for a given installation to enable the virtual computing environment (including hybrid models) may vary and may be purchased from Contractors awarded a contract under this Group (3) of the RFP. Hardware and software necessary to enable any model of virtual computing may be purchased from Contract Holders in this group. Contractors shall submit the Brands proposed from the Acceptable Server Class Hardware and Virtual Computing Hardware Brands listed below.

Acceptable Server Class Hardware Brands

• Cisco	• IBM
• Cisco Hyper Flex	• Lenovo
• Dell	• Nutanix
• Fujitsu	• Oracle/ Sun

- | | |
|---|--|
| <ul style="list-style-type: none">• Hitachi• HPE | <ul style="list-style-type: none">• SeaMicro• SGI |
|---|--|

Acceptable Virtual Computing Software Brands

- | |
|--|
| <ul style="list-style-type: none">• Citrix• Dell/ Wyse• Oracle• Redhat• VMWare |
|--|

Desirable Features for Server Class Hardware/Virtualization

ISO Compliance: Proposer may provide documentation to verify certification and compliance with the ISO 9000 series of standards for quality assurance, for the development and manufacturing of all products proposed under this contract.

Level A Installation Service: Proposer may provide a service to factory pre-install licensed software, or pre-load software images. Many Maryland education entities participate in one or more enterprise level software agreements. Any customer electing to take advantage of this service will be responsible for providing proof of license and appropriate media to the vendor.

Level B Installation Service: Proposer may provide an on-site installation service consisting of unpacking, assembling all equipment and cables, installing of all hardware and software required for the operation of equipment as ordered, and testing. Proposer’s service may also include assistance with customer’s inventory procedures (affixing ID tags, filling out appropriate inventory forms with serial numbers, etc.). All products must be guaranteed as “virus-free” upon completion and delivery.

Level C Installation Service: Proposer may provide an on-site installation service that would consist of the customized configuration of computer operating system and network functions, installation and configuration of telecommunication equipment, servers, and server software.

Manufacturer’s Extended Warranty Service may be purchased in conjunction with or separately from Server Hardware at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer’s Warranty Services. Manufacturer’s Warranty Service shall include, but is not limited to:

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

Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. All defective items must be replaced at no additional cost. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

Manufacturer's Extended Service Agreement may be purchased in conjunction with or separately from Desktop, Laptop and Portable Computers/Tablets at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer's Service Agreement. Manufacturer's Service Agreement shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the Hardware;
- Flexible service options including telephone or e-mail support;
- Timely problem resolution of reported discrepancies;
- Remote technical support;
- Online self-help functions;
- On-site service

Any service period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

Category 3 Case Study Requirements

For Server: A written case study or description of an installation completed by the offeror's firm within the past 3 years. The case study should include pertinent information about the installation and the client's site. The case study should conclude with a statement that installations for MEEC members will meet or exceed the standards used in the case study. Include contact information for the case study client so that the evaluation committee can contact them for reference information – include client name, contact person's name, telephone number and e-mail address. Case study should be approximately two to four pages in length.

For Virtualization: Describe your approach(s) to providing virtual computing environments. Describe the participation that would be required of a MEEC institution in the process. Include a written case study or **description** of an installation completed by the offeror's firm within the past 3 years. The case study should include pertinent information about the installation and the client's site. The case study should conclude with a statement that installations for MEEC members will meet or exceed the standards used in the case study. Include contact information for the case study client so that the evaluation committee can contact them for reference information – include client name, contact person's name, telephone number and e-mail address. Approaches with case study should be approximately two to four pages in length.

2.4 Category 4 - Network Hardware

Network hardware and related installation and maintenance services, and to include software necessary for the operation, security, and use of the network system, at the option of an institution.

Acceptable Network Hardware Brands

<ul style="list-style-type: none"> • Avaya • AeroHive • Aruba/HP • Alcatel • Barracuda • Blue Cat • Blue Coat • Brocade • Checkpoint • Ciena • CISCO • Dell • Dell-EMC • D-Link • Enterasys • Extreme Networks • F5 • Force10 • ForcePoint • Fujitsu • HPE • Huawei 	<ul style="list-style-type: none"> • iBoss • IBM • Juniper • LG-Ericson • Lightspeed • Meru • Meraki/Cisco • Motorola • MRV Communications • nCircle • NetApp • Nitro Security • Palo Alto • Pulse Secure • Q-Logic • Riverbed <i>(Continued on Next Page)</i> • Smoothwall • Sonicwall • Trustwave • Ubiquiti Networks • Xirrus
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Desirable Features for Network Hardware

ISO Compliance: Proposer may provide documentation to verify certification and compliance with the ISO 9000 series of standards for quality assurance, for the development and manufacturing of all products proposed under this contract.

Level A Installation Service: Proposer may provide a service to factory pre-install licensed software, or pre-load software images. Many Maryland education entities participate in one or more enterprise level software agreements. Any customer electing to take advantage of this service will be responsible for providing proof of license and appropriate media to the vendor.

Level B Installation Service: Proposer may provide an on-site installation service consisting of unpacking, assembling all equipment and cables, installing of all hardware and software required for the operation of equipment as ordered, and testing. Proposer's service may also include assistance with customer's inventory procedures (affixing ID tags, filling out appropriate inventory forms with serial numbers, etc.). All products must be guaranteed as "virus-free" upon completion and delivery.

Level C Installation Service: Proposer may provide an on-site installation service that would consist of the customized configuration of computer operating system and network functions, installation and configuration of telecommunication equipment, servers, and server software.

Manufacturer's Extended Warranty Service may be purchased in conjunction with or separately from Server Hardware at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer's Warranty Services. Manufacturer's Warranty Service shall include, but is not limited to:

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

Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. All defective items must be replaced at no additional cost. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

Manufacturer's Extended Service Agreement may be purchased in conjunction with or separately from Desktop, Laptop and Portable Computers/Tablets at any time. Only Contractors authorized by the Manufacturer or Distributor of the Hardware and registered as furnishing a particular product line may provide Manufacturer's Service Agreement. Manufacturer's Service Agreement shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the Hardware;
- Flexible service options including telephone or e-mail support;
- Timely problem resolution of reported discrepancies;
- Remote technical support;
- Online self-help functions;
- On-site service

Any service period for equipment and services will not commence until acceptance of the equipment or services by the requesting MEEC Member Institution. If the products were provided with the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP. If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the MEEC Member Institution to install.

Category 4 Case Study Requirement.

Vendor shall provide a written case study or description of an installation completed by the offeror's firm within the past 3 years. The case study should include pertinent information about the installation and the client's site. The case study should conclude with a statement that installations for MEEC members will meet or exceed the standards used in the case study. Include contact information for the case study client so that the evaluation committee can contact them for reference information – include client name, contact person's name, telephone number and e-mail address. Case study should not exceed four pages in length.

2.5 Category 5 - Computer Hardware Peripherals

A peripheral is a device attached to a host computer, but not part of it, and is more or less dependent on the host. It expands the host's capabilities, but does not form part of the core computer architecture. Computer hardware peripherals may include monitors (including smart-monitors/screens), sound systems for desktop computers, mice, pointing devices, scanners, IP cameras for connection to a desktop computer, stand-alone (or installed in the computer case) data storage devices, printers (including small multifunctional printers), etc.

As noted earlier in this RFP, this Category 5 may only be Awarded to Contractors that are Awarded in at least one of the other four categories.

Desirable Features

Offerors may propose a full range of computer peripheral devices.

Please organize your offer by manufacturer. Offerors may propose a full range of computer peripheral devices. Do not list individual peripherals.

NOTE: The USM/MEEC reserves the right to limit the scope, type or assortment of items awarded in this Category 5.

3.0 Reporting Requirements

The selected Contractor must maintain all records and provide reports required by the manufacturer pertaining to all purchases as well as any other reports required as part of the Agreements or by MEEC. Institution Specific Reports are to be posted on the institution specific portion of the designated MEEC website hosted by the selected contractor. The MEEC Collective Purchase Reports will be sent directly to the MEEC Office.

3.1 MEEC IT Hardware – Collective Purchase Reports: The selected Contractors must provide collective reports of all purchases bi-annually. These reports will be sent to the MEEC Office no later than August 15 and February 15. This Report will accompany the MEEC Surcharge Disbursements (8/15 and 2/15). Sample report template is in Section J, Attachment B.

Ad-Hoc Reports

3.2 Distribution Report: The Selected Contract must provide these reports by institution and by educational sector (USM, Higher Ed Private, K12 Public, K12 Private, Library) demonstrating delivery performance for the previous month. Information shall include, but is not limited to:

- Products ordered
- Date ordered
- Site
- Product delivery date, and
- Any problems incurred

3.3 Purchase Report: The selected Contractor must provide a detailed report of purchases by:

- Institution name
- Institution Type – Education Sector
- Date of purchase
- Amount of product purchased
- Product name
- Product delivery date
- Procurement method, and any arrears
- SELP, % Discounted and Price

3.4 Status Reports and Presentations: 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, educational sector (USM, Higher Ed Private, K12 Public, K12 Private, Library) or 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.

4.0 Highly Desirable Services/ Options – Respond to any as may be offered by your firm.

4.1 Access to New Technology: Proposers are encouraged to provide access to new technology through demonstration equipment, innovative pilot projects, beta testing projects, grant programs, donations, and other creative means.

4.2 Design and Consulting Services: Proposer may provide “design” services to insure network and equipment compatibility. Proposer may offer initial consulting services to assist customers in long range planning, network design, infrastructure planning, etc. by providing a concise overview of up to 2 pages in length of their professional services roles.

4.3 Post-Sales Support: Proposer may provide a “help desk” or “post-sales” service to customers. This service should be capable of addressing issues of compatibility in diverse environments, installation, and non-warranty issues. Post-sales support may include, but is not limited to, providing customers assistance with setup or non-warranty related questions such as basic help desk support system.

4.4 End-of-Life Options: Proposers may submit information to provide “end-of-life” service options. Such options may include “trade-in” or “trade-up” of existing equipment, or buy back equipment.

4.5 Disposal Services: Proposers may provide an environmentally responsible/ acceptable disposal services. Proposers should provide a plan to recycle/dispose products, preferably at no cost to the USM.

5.0 Desirable Features/Services/Options – Respond to any as may be offered by your firm.

5.1 Information Regarding New Products: Proposers are encouraged to provide communication of new product releases to the education community (Technology Roadmap). Plans should include opportunities to review and explore (“hands-on”) new products and technology, and provide access to technical information.

5.2 Demonstration Units: Proposer may provide for the installation of “demonstration units” for evaluation purposes, upon request, and at no charge to the customer.

5.3 Training Services: Proposer may offer training services to assist customers in gaining expertise in the products proposed by providing a concise overview of up to 2 pages in length of their training platforms.

5.4 E-Mail Order Confirmations: Proposer may provide e-mail confirmation back to the customer upon order. Confirmations should include the confirmation number, method of purchase, all configurations, all applicable fees, and taxes, and the delivery schedule.

5.5 User Profile: Proposer may provide a service to store user-profile information. Once information is entered for purchase by the customer, the purchase site will maintain such information and make it available to the customer for future purchases. This service would eliminate the need to repeatedly enter customer, shipping and billing information. Credit card information must be kept secure. Vendors should allow for the storing of credit card information at customer's request, however this is not required.

5.6 On-line Tracking: Proposer may provide the ability for customers to check "order status" and "track delivery" on-line (received, constructing, shipped, current location, etc.).

5.7 Shopping Cart Capability: Proposer may provide the functionality of a "shopping cart" in their on-line utility. Such a model would include the ability to research and purchase multiple, diverse products, and then process in a single transaction.

5.8 Personal Purchases: It is desirable that the Contractor offer a program to accommodate personal purchases of computers for personal use by students and employees of MEEC Institutions.

5.9 Staff Technician Certification: Proposer may provide the opportunity for customers to certify their staff members as on-site technicians, thus making the customer eligible to receive reimbursement for service. Proposers are encouraged to submit viable programs that may be available for equipment proposed as a solution to this RFP. Many manufacturers make "Technician Certification Programs" available to customer staff. Certified customer staff members are then able to perform simple hardware fixes and upgrades on-site, without making a warranty service call, and without voiding the warranty. Customers with certified staff are reimbursed for their service work on covered equipment.

5.10 Notification of Withdrawal of Support: Offer may provide notice to customers at least 12 months prior to the withdrawal of support for any equipment following the initial warranty period. In some cases, a manufacturer or supplier may discontinue support on certain models of equipment if new models have been released. Proposers are to advise USM/MEEC at least 12 months prior to the withdrawal of support so that USM/MEEC institutions may make decisions related to replacement of the equipment and/or ongoing maintenance of the equipment.

5.11 Facilitate Data Movement: Proposer may include a "service option" or "software utility" to facilitate the movement of faculty/staff personal data and files from "older computing equipment" to "incoming computing equipment."

5.12 Overseas Facilities/ Affiliations: It is desirable that Offerors provide quotations, sales, and shipments to MEEC Institutions outside the USA.

6.0 Additional Value Added Features / Services / Options

Proposers may include any additional value added features, services or options deemed value added to MEEC members that have not been covered in items 4 and 5 above. Information included shall be concise, presented in format of 1 to 2 pages only.

7.0 REFERENCES

7.1 References

Each proposing contractor must provide three (3) references where at least two of them are from “active” contracts. Provide ancillary information on the Vendor Reference Forms provided in this RFP denoting contract clients within the last three (3) years, preferably similar in size, scope and complexity as the requirements defined in this RFP. References must be able to demonstrate the contractor’s capability to perform the requirements of this RFP. ***Note: The contractor’s references MUST demonstrate the size and scope of each reference provided.***

<u>7.1.1 CONTRACT REFERENCE 1</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

<u>7.1.2 CONTRACT REFERENCE 2</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

<u>7.1.3 CONTRACT REFERENCE 3</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

NOTE: Submission of a blank or future dated “Completion Date” shall signify the Reference is for an “active” contract.

8.0 – Technical Proposal Response Submission Matrix

In the proposer’s Technical Proposal submission, the Contractor shall include the following requested Responses as applicable for Section C Items 1 through 7 above. “VENDOR RESPONSE,” explains how the Contractor’s solution meets the requirement. It is acceptable to state See Attachment where the Attachment shall be clearly marked with the Section C Requirement Number to which it pertains.

Each Requirement Item Number has a Priority Code that defines the level of the Requirement. For Response purposes, the Priority Code is followed by Response Required Code that defines the Response needed in the Matrix. Refer to the actual Requirement Item Number in Section C for detail of the requirement/specification to be met. The Response Checklist is provided for ease of reference on what is needed in the response, for example a Resume that needs to be included or a page limit on the response that shall be adhered.

Priority Codes:

- M = Mandatory – requirement must be met
- HD = Highly Desirable – respond if can be met
- D = Desirable Requirement – respond if can be met
- VA = Value Added – Additional Features/Services/Options offered by your firm

Response Required Codes:

- /C = Contractor must Confirm agreement to this requirement (e.g.: M/C stands for a Mandatory requirement where the Proposer’s response must Confirm the requirement is met)³
- /E = Contractor must Explain how their proposal meets this requirement. (e.g.: M/E)
- /I = Contractor must provide the requested Information and in the format requested; e.g. a one page narrative, or a resume of a proposed resource.

Complete the following Vendor Response Section for each applicable requirement.

Requirement Item No.	Description/ Requirements Heading	Priority Code	Response Checklist	VENDOR RESPONSE
Section A-2, M, 1.a	Executive / Management Summary	M	Brief synopsis of how the Contractor's proposal meets the needs of MEEC	
Section C:				
1.0	General			
1.2	Firm Overview	M/I	Up to 1 Page	
1.3	Capabilities as a Prime Contractor/Value Added Reseller	M/I	Includes Requirements in Section 1.3.1 – 1.3.9	
1.3.1	Narrative – Proposer must describe its abilities	M/I	Up to 1 Page	
1.3.2	Plan of Operation		Up to 1 Page	
1.3.3	Organizational Chart including staffing Profile with staff tenure		1 Page Org chart and up to 1 additional page on staffing profile/tenure	
1.3.4	Evidence of approved reseller by Brand		Required for EACH brand offered in EACH Category that is proposed	
1.3.5	Delivery Requirements	M/E		
1.3.6	Respond to 1-6 Respond to 7 if proposing for ALL Categories		Include Resumes for: 1. Dedicated Account Representative 2. Every-day Account Representative (1 & 2 may be same person) 3. Sales Engineer 4. Solutions Architect	
1.3.7	Single Point of Contact			

Requirement Item No.	Description/ Requirements Heading	Priority Code	Response Checklist	VENDOR RESPONSE
1.3.8	Proposal includes the entire current product line of the brands or manufacturers for EACH category submitted	M/C		
1.3.9	Ordering Process Description	M/E	1 page or less	
1.4	New and Unused Equipment	M/C		
1.5	Labeling	M/C		
1.6	Compatibility	M/C		
1.7	Complete Configuration and Delivery	M/C		
1.8	Ability to Run current Version of OS	M/C		
1.9	Operable Peripherals/Adaptors	M/C		
1.10	Products Guaranteed "Virus Free"	M/C		
1.11	Energy Star Compliance	M/C		
1.12	Records and Records Retention	M/C		
1.13	Base Warranty: (For EACH Category Proposed)	M/C		
1.13.1	(a) Minimum 3 Year on-site Warranty for all parts and labor	M/C		
	(b) Option – 3 Year Warranty for all parts and labor (either onsite or mail back/carry in) included in the purchase price.	M/C		
	(c) If the manufacturer offers a better warranty, the manufacturer's warranty shall apply	M/C		
	(d) Diagnosis to problem within 1 business day	M/C		
	(e) Part replacement for repair within 3 business days	M/C		
	(f) 10 business days substitute equivalent replacement	M/C		
	(g) Manufacturer's warranty shall apply for all peripherals and accessories	M/C		
1.13.2	Category 5 Base Warranty Requirements	M/C		
	(a) Manufacturer's warranty shall apply for all peripherals and accessories	M/C		
	(b) Replacement parts warranted to remainder of original warranty or 30 days of installation, whichever is longer	M/C		

Requirement Item No.	Description/ Requirements Heading	Priority Code	Response Checklist	VENDOR RESPONSE
1.14	MEEC funding stream 0.5% surcharge solution	M/I	Response SHALL NOT include financial information, rather it is a narrative on how the requirement will be met in a 1 page response.	
2.0	<p>There are 5 HW Categories. Solutions Contractors will be selected based on evaluation of firms that submit in at least two of the Categories excluding Category 5</p> <p>Proposers that seek to be considered as Solutions Contractors shall provide a designated Solutions Architect as part of their proposed dedicated MEEC Account Team. Provide the resume of the proposed Solutions Architect.</p>		<p>Proposers may propose 1 or more categories. Category 5 can only be proposed if Category 1, 2, 3 and/or 4 is submitted.</p> <p>NOTE: As stated in the General Requirements 1.3.4 – Evidence must be submitted of authorized reseller for EACH Brand proposed for EACH Category proposed.</p>	
2.1	Category 1 – Desktop, Laptop and Portable Computers/Tablets	M/I if submitting for this Category	Provide Brands Proposing from the Acceptable Brands Listed	
	ISO Compliance	D/I		
	Level A Installation Service	D/I		
	Level B Installation Service	D/I		
	Level C Installation Service	D/I		
	Manufacturer’s Extended Warranty Service	D/I		
	Manufacturer’s Extended Services Agreement	D.I		
2.2	Category 2 – Data Storage Devices and Systems	M/I if submitting for this Category	Provide Brands Proposing from the Acceptable Brands Listed	
	ISO Compliance	D/I		

Requirement Item No.	Description/ Requirements Heading	Priority Code	Response Checklist	VENDOR RESPONSE
	Level A Installation Service	D/I		
	Level B Installation Service	D/I		
	Level C Installation Service	D/I		
	Manufacturer's Extended Warranty Service	D/I		
	Manufacturer's Extended Services Agreement	D/I		
	Case Study Requirement	M/I if submitting for this Category	Installation within past 3 years. Relevant case study to conclude with affirmative statement that installation for MEEC members will meet or exceed the standards used in the case study. 1 page maximum.	
2.3	Category 3 – Server Class Hardware/ Equipment and Virtual Computing	M/I if submitting for this Category	Provide Brands Proposing from the Acceptable Brands Listed	
	ISO Compliance	D/I		
	Level A Installation Service	D/I		
	Level B Installation Service	D/I		
	Level C Installation Service	D/I		
	Manufacturer's Extended Warranty Service	D/I		
	Manufacturer's Extended Services Agreement	D/I		
	Server Case Study	M/I if submitting for this Category	Installation within past 3 years. Relevant case study to conclude with affirmative statement that installation for MEEC members will meet or exceed the standards used in the case study. 2-4 pages	

Requirement Item No.	Description/ Requirements Heading	Priority Code	Response Checklist	VENDOR RESPONSE
	Virtualization Case Study	M/I if submitting for this Category	Describe approach to virtualization and description of installation within past 3 years. Relevant case study to conclude with affirmative statement that installation for MEEC members will meet or exceed the standards used in the case study. 2-4 pages	
2.4	Category 4 – Network Hardware	M/I if submitting for this Category	Provide Brands Proposing from the Acceptable Brands Listed	
	ISO Compliance	D/I		
	Level A Installation Service	D/I		
	Level B Installation Service	D/I		
	Level C Installation Service	D/I		
	Manufacturer’s Extended Warranty Service	D/I		
	Manufacturer’s Extended Services Agreement	D/I		
	Case Study Requirement	M/I if submitting for this Category	Installation within past 3 years. Relevant case study to conclude with affirmative statement that installation for MEEC members will meet or exceed the standards used in the case study. 1 page	
2.5	Category 5 – Computer Hardware Peripherals	M	Category 5 may be submitted only if at least one other Category is proposed.	
	Full range of computer peripheral devices	D/I		

Requirement Item No.	Description/ Requirements Heading	Priority Code	Response Checklist	VENDOR RESPONSE
	Arrange by Brand offered	D/I	DO NOT submit listing of every individual peripheral offered.	
3.0	Reporting Requirements	M/C		
3.1	MEEC Collective Purchase Report	M/C		
3.2	Distribution Report	M/C		
3.3	Purchase Reports	M/C		
3.4	Status Reports and Presentations	M/C		
4.0	Highly Desirable Services/Options			
4.1	Access to New Technology	HD/E		
4.2	Design and Consulting Services	HD/E	2 pages - DO NOT LIST ANY RATES	
4.3	Post-Sales Support	HD/E		
4.4	End-of-Life Options	HD/E		
4.5	Disposal Services	HD/E		
5.0	Desirable Features/ Services/ Options		Respond to any offered by your firm. It is recommended that responses to Items 5.1 – 5.12 not exceed 10 pages in total.	
5.1	Information Regarding New Products	D/E		
5.2	Demonstration Units	D/E		
5.3	Training Services	D/E		
5.4	E-Mail Order Confirmations	D/E		
5.5	User Profile	D/E		
5.6	Online Tracking	D/E		
5.7	Shopping Cart Capability	D/E		
5.8	Personal Purchases	D/E		
5.9	Staff Technician Certification	D/E		
5.10	Notification of Withdrawal of Support	D/E		
5.11	Facilitate Data Movement	D/E		
5.12	Overseas Facilities/ Affiliations	D/E		

Requirement Item No.	Description/ Requirements Heading	Priority Code	Response Checklist	VENDOR RESPONSE
6.0	Additional Value Added Features/ Services/ Options	VA/E		
7.0	References in accordance with the specifications	M/I	Submit 3 References on the Reference Forms in Item 7.1 (2 must be active)	
Section G.5	Notices	M/I	Completed	
Section K				
	Bid/Proposal Affidavit	M/I	Completed and Signed	
	Contract Affidavit	M/I	Completed and Signed	
	Conflict of Interest Information	M/I	Completed and Signed	
	Conflict of Interest Affidavit and Disclosure	M/I	Completed and Signed	
	Principles of Social Responsibility & Social Responsibility Affidavit Information	M/I	Completed and Signed	
	Social Responsibility Affidavit and Disclosure	M/I	Completed and Signed	
	Certification Regarding Investment Activities in Iran	M/I	Completed and Signed	

Section D – Additional Packaging and Marking Terms

The following packaging and marking terms are incorporated herein:

The Contractor shall:

1. Pack and mark each shipment to comply with specifications contained in the Purchase Order (PO). In the absence of specifications, prepare each shipment in conformance with carrier requirements and accepted trade practices.
2. Mark the outside of each shipment carton with the applicable PO/contract number.
3. Deliver each shipment in good order and condition to the point(s) of delivery specified.
4. 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 herein.
5. If requested, furnish a delivery schedule and designate the mode of delivering carrier.

Section E - Inspection and Acceptance Terms

The following equipment inspection, testing and acceptance terms are incorporated herein:

Equipment and Installation

- All equipment deliveries under the Agreement may be inspected by the ordering entity for conformance to the specifications for the equipment ordered.
- During any installation, the contractor shall perform standard testing of the individual components, and the complete integrated system ensuring all facets of the system installed, at a minimum, meet the original manufacturer(s) specifications, and that the system successfully conforms to all order requirements and parameters.
- If during the testing phase, any portion of the system is not functional and/or fails to meet the specification and requirements stated above, the Contractor shall use reasonable efforts necessary to correct the equipment installed within a reasonable timeframe at no additional charge.
- Final system acceptance will be provided in writing **by** the ordering entity, only upon satisfactory demonstration via testing, that the complete installed system meets all specifications and requirements per the ordering entity's defined system acceptance plan. System acceptance plans may be included as part of the scope of work in a Task Order Request For Proposal issued by ordering entities or as a deliverable for order requests under the Contract.
- Should the installed system not pass the testing protocols, the Contractor will be required make adjustments/repairs at no additional charge and then re-test to bring the system into compliance. Should the system not pass the testing protocols, the equipment may be returned for a full refund.

Services

- Services delivery shall be made in accordance with the Purchase Order or associated Task Order for any scope of services or statement of work ordered under the Agreement.
- Any services that fail to meet the quality and specifications may be rejected. At the ordering entity's discretion, the contractor may be requested to re-work any services/deliverables, at no additional cost until such services/deliverables prove acceptable.
- In the event the Contractor is not able to produce acceptable services/deliverables, the right is reserved for the ordering entity to purchase replacement services in the open market and charge the Contractor for any excess price paid for the replacement, plus applicable expenses, if any.
- The ordering entity, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The ordering entity unilaterally may order in writing the suspension, delay, or interruption of performance of services.

Section F - Deliveries or Performance

The following delivery or performance requirements are incorporated herein:

1. When installation is required as part of this contract, the Contractor shall be responsible for removal of all packing materials.

Section G - Contract Administration Data

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

The Procurement Officer listed in the A1 Form 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.

2. Invoicing

The Contractor shall provide the following invoicing services. Invoices shall reflect the accepted discount off of Educational MSRP List Price structure as accepted and listed in the resulting vendor Agreement.

Throughout the duration of any resultant contract, the Contractor shall provide one paper copy of each invoice. The paper invoice must contain the following minimum information:

- a. Invoice Number
- b. Invoice Date
- c. The word ORIGINAL printed on the original copy of the document.
- d. The full company or corporate name and address; payment address if it differs from corporate address.
- e. The full nine (9) digit Federal Tax Identification number (for U.S. Contractors only) or Social Security Number.
- f. Purchase order number and/or contract number.

Direct invoices to the address provided by the MEEC member institution and/or as provided by the MEEC member institution's purchase order:

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

Unless otherwise provided for in a MEEC member institution Task Order under the resulting contracts resulting from this RFP, the standard payment term is net-30 days.

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:

University of Maryland:

Jeanne Parker
Procurement Officer
Procurement and Strategic Sourcing
University of Maryland
2109-C Building 10 - Patuxent Building
College Park, MD 20742

Telephone: 301-405-7416
Email: jparker2@umd.edu

Contractor: (name, title, address, contact info)

Telephone: _____
Email: _____

Section H - Special Contract Requirements

1. Term of Contract

The contract term shall commence on the date the contract is signed on behalf of MEEC or such later date as the University directs. The contract term will run for three (3) years and will have two (2) optional three (3) year renewals under the same terms and conditions.

2. Insurance Requirements

A. General Requirements:

1. All insurance required to protect the Contractors and the University System of Maryland and its institutions, higher education centers, system office, and MEEC 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 Contractors and their 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. Insurance companies providing coverage herein shall have an AM Best rating of not less than "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
5. All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an "Additional Insured" with respect to operations under the contract and premises occupied by the Contractor. The liability coverage for bodily injury and property damage shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.
6. 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. Contractor shall require its subcontractors, if any, who enter USM premises to maintain the same insurance coverage and minimum limits listed in these Insurance Requirements.
7. 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
Jeanne Parker, Assistant Director, IT Procurement
Department of Procurement and Strategic Sourcing
2109-C Patuxent Building
College Park, MD 20742

8. Certificates of Insurance and endorsements shall be submitted to the Issuing Office following the notice of contract award. The Contractor shall promptly furnish copies of required policies upon receipt of a request from the Procurement Officer.
9. All required insurance coverage shall be maintained until final completion and closeout of the project as evidenced by final payment to the Contractor.
10. 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 action which may arise out of the errors, omissions, performance or non-performance by the Contractor, its' employees or agents, of the work covered by this contract. The University System of Maryland 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.

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 System of Maryland 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 requirements

No 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 USM is required. The minimum limits of such coverage shall be:

- a) \$1,000,000 Combined Single Limit for each person and \$2,000,000 for each accident; and property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- 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 System of Maryland:

<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 System of Maryland 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, then Contractor is responsible for acquiring a valid University of Maryland 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 the documents included in 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)

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Scope of Work

The Scope of Work is defined as Section C - Specifications and Requirements of this RFP.

2. Compensation and Method of Payment

Total compensation will be listed in Section A1 Solicitation / Contract Form, Item 19 when Award is made to selected vendors. As this is an IDIQ Contract, the amount will be \$0. 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. Work Rules

Employees and agents of Contractor shall, while on the premises of MEEC and its member institutions, comply with all MEEC and its member institutions' 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 MEEC and its member institutions' operations. Contractor shall not stop, delay, or interfere with MEEC members' work schedules without the prior approval of the MEEC members' specified representatives.

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 MEEC member 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 or MEEC member institution and not an employee. The University or MEEC member institution 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 or MEEC member institution, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

8. 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 vendor contract from this RFP process.

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. RESERVED.

11. RESERVED.

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.
- (6) 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).
 - (7) 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.
 - (8) 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 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.
 - (9) 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.
 - (10) 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.
- (11) 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.
- (12) 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.

NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site: <http://www.dat.state.md.us/sdatweb/sdatforms.html>

Questions about this requirement may be sent to the Department of Assessment and Taxation at Charterhelp@dat.state.md.us and a response should be forthcoming within 24 hours.

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.

The following two clauses, Software Licensing and MUCITA, apply to the purchase or license of software (either stand alone or embedded in hardware):

32. Software Licensing acquired in support of the hardware solution for MEEC

Licensor represents and warrants that the software, as delivered to the MEEC member institution, 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 purchase shall only be made contingent upon the Contractor being bound by 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 MEEC member any related forms and/or affidavits as may be required and included as attachment to the MEEC member's purchase order or associated Task Order placed under the Agreement.

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 Procedures," followed by "USM Procurement Policies and Procedures."

36. Intellectual Property

Work for Hire

Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection that are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, Contractor hereby grants, transfers, sells and assigns, free of charge, exclusively to the University, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the University a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document

the University deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

University Ownership of Deliverables and Related Materials

In accordance with the preceding paragraph, Works developed for the University in connection with this contract are the exclusive property of the University. Contractor agrees to deliver all Works to the University upon completion of the order. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. For IT procurements, use the following sentence instead: Works include but are not limited to executable code, source code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials. Contractor shall be responsible for delivering all Works to the University no later than fifteen (15) working days from the date of final contract deliverables. In the event the Contractor fails to return all such materials by this deadline and the University desires to use Works again, Contractor shall provide the University with equivalent materials, at its own expense, or reimburse the University, in full, for the cost of developing equivalent materials.

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 all MEEC member institutions.

39. RESERVED

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. RESERVED

45. FERPA (Family Education Rights and Privacy Act)

1. In the course of providing services during the term of the contract, Vendor may have access to student "education records" that are subject to the Family Educational Rights and Privacy Act

(FERPA), 20 U.S.C. 1232g, *et seq.* and its implementing regulations. FERPA controls the release of, access to and use of "education records." To the extent Vendor has access to "education records" under this contract, it is deemed a "school official," as those terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of this contract. Vendor shall not disclose or share education records with any third party unless permitted by the terms of the contract or other applicable law. If subcontractors to Vendor have a need to access education records, Vendor shall require them to agree to maintain the confidentiality of education records to the same extent required of Vendor under this contract.

2. In the event any third party seeks access to education records, pursuant to FERPA or other relevant Federal or State laws or regulations, Vendor will immediately provide University with written notice of the request, unless prohibited by law or judicial and/or administrative order. Vendor shall not provide direct access to requested education records and shall not respond to such requests. University shall have sole responsibility to respond to third party requests Vendor receives for education records. Vendor shall retrieve such education records upon receipt of and in accordance with written directions from University and shall only provide requested records to University. Should Vendor receive a court order or lawfully issued subpoena seeking the release of education records, Vendor shall immediately forward such order or subpoena to University prior to releasing the requested records, if allowed by law or judicial and/or administrative order.
3. If Vendor experiences a security breach involving any education record, it will immediately give written notice to the University of the nature and scope of the breach and describe what steps it has already taken and will continue to take to limit and mitigate the security breach to the extent possible. The parties agree that if Vendor breaches any obligation under FERPA, the University may, in its sole discretion, cancel this contract and remove Vendor from consideration for future awards for a period of not less than five (5) years. Vendor hereby indemnifies and holds harmless University from and against any losses, claims, damages, liabilities and related expenses, including attorneys' fees and the cost to notify affected persons, incurred by University as a result of Vendor's violation of its FERPA obligations and security breaches that result in unauthorized access to education records.

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

Section J - List of Attachments

Attachment A – Financial Proposal – UMD-MEEC HW – RFP 972016.xls [See the Excel file]

Attachment B – Collective Purchase Report Template [See the Excel file]

Attachment C – Revised Section C – Specifications and Requirements [Microsoft Word File]

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

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; Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iii) 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 _____, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By:

_____ (printed 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: _____

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: _____
(Authorized Representative and Affiant)

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.

1.0 General Mandatory Requirements

Contractor's 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 and ability to meet the mandatory requirements.

2.0 HW Categories Desirable Requirements

Contractor's understanding of the University's Desirable requirements and the nature of work to be performed for each Hardware Category proposed. To include, at a minimum, the quality and soundness of the offeror's approach.

3.0 Qualifications of Personnel

Including key personnel in support of MEEC member institutions as required under the General Mandatory Requirements.

4.0 Overall Highly Desirable Requirements

Contractor's 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 in supporting desirable requirements of MEEC.

5.0 Overall Desirable Requirements

Contractor's 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 in supporting desirable requirements of MEEC.

6.0 Past Performance

Assessed through References submitted per the requirements in Section C. Past performance includes but is not limited to, the quality of product delivered, ability to meet the specifications as defined, offeror's record for on-time delivery, technical quality, cost control, demonstrated corrective actions, etc. Cited References must be able to confirm, without reservation, the Contractor's ability to perform as mandated in this solicitation.

7.0 Clarity of Proposal

The Contractors response shall be evaluated based on clarity and **conciseness** of their response with how their proposed solution satisfies requirements specified in Section C.

8.0 Solutions Contractors

In addition to hardware contractors, the University reserves the right to make a limited number of Solutions Contractor awards. To be eligible for a Solutions Contractor award, a contractor must be rated and ranked as one of the top contractors in at least two of the Categories excluding Category 5 that is not required for submission in order for a vendor to be a Solutions Contractor.

9.0 Value Added

Proposals will be evaluated taking into consideration the merit of additional Value Added Features/Services/Options firms may propose to the benefit of MEEC and its member institutions.

The terms "must" or "shall" are used throughout this document to indicate mandatory requirements and mandatory requirements are noted in the Matrix in Section C. The Contractor's proposal is to clearly respond to Section C's requirements listed in the RFP.

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 Proposal will be distributed to the financial evaluation committee. Information from the price proposal forms(s) per Section B. As vendors may be awarded in one or more Categories, the Price Proposal consists of Price Proposal sheet for each Category submitted. This information will then be used to establish a financial ranking. As noted in Section B – Pricing, in evaluating Financial Proposals, the University reserves the right to request Standard Educational List Pricing (SELP) for sample Category equipment.

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 price.** 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.

Recommended contract awards resulting from this RFP, are subject to appropriate University System of Maryland and its Board of Regents approval.

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.