

MARYLAND EDUCATIONAL ENTERPRISE CONSORTIUM (MEEC)

REQUEST FOR PROPOSAL # 90809 HELP DESK SERVICES

ISSUE DATE: May 15, 2009

ISSUING OFFICE: UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East, Room ICC-3120
Adelphi, Maryland 20783
301-985-7895
www.umuc.edu/procurement

SIGNIFICANT MILESTONES	TIME:	DATE
Pre-Proposal Meeting	not applicable	not applicable
Deadline for Questions	5:00 PM	June 3, 2009
Technical Proposal Due	4:00 PM	June 10, 2009
Orals	TBD	June 26, 2009

WARNING: Prospective proposers 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 Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

**MEEC
HELP DESK SERVICES
RFP #90809**

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**SECTION 1:
GENERAL INFORMATION**

REQUEST FOR PROPOSALS FOR MEEC HELP DESK SERVICES

SECTION 1: GENERAL INFORMATION

1. Summary:

1.1 **Objective.** The Maryland Educational Enterprise Consortium (“MEEC”), a non-profit consortium of the University System of Maryland (“USM” or “University”), is soliciting proposals for comprehensive help desk services including, but not limited to, management and staffing learning management systems; PeopleSoft, Banner, Colleague or other ERP system(s); MS Office Suites portals for students, faculty, and staff; enrollment management and student services call centers; and technical support to other applications for students, faculty and staff of MEEC members in good standing. The resulting contract(s) will be primarily for Level 1 Help Desk, however, some MEEC members may also elect to utilize these contracts for Level 2 support. [See Section 2 for sample application/systems and user support breakout.] The selected contractor(s) will work with the buying MEEC member in developing, managing, and staffing the applicable need for support to assist prospective students, current students and faculty as determined by the buying MEEC member. As well, MEEC may add other institutions or applications during the term of the contract(s). The contractor(s) must have a successful record of assisting organizations achieve their goals through comprehensive help desk technical and functional support. MEEC is looking for strategic partner(s)—sophisticated, highly integrated full-service Contractor(s) with strong expertise and a proven, results-oriented background in help desk services for a variety of products and types of support to a large and diverse group of educational customers. During the term of the contract, it is expected that the provider(s) of Help Desk Services be able to adapt and grow in its support offerings with minimal or no additional cost as new technology and products are added to the education environment. A firm with mid-Atlantic region experience is preferred. The Contractor(s) must be headquartered with its primary geographical location(s) in the continental United States. Economic benefit to the State of Maryland is also highly desirable.

1.2 **Background.** MEEC is an initiative of the University System of Maryland, uniting with K-20 education partners (MEEC is made up of K-120 Public and Private Education, 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 enterprise software license agreements for Apple, Microsoft and Anti-Virus software as well as computing hardware. The Microsoft enterprise agreement licenses over 215 (180 educational entities) Maryland schools and education entities, higher education and K-12, both public and private. **Only members of MEEC in good standing are permitted to purchase off of the MEEC Agreements.** All Maryland entities defined as “education eligible” are permitted to be members of MEEC. The list of current MEEC members is on the website as well as the criteria for “education eligible”. This list of members is subject to change throughout the life of the resulting contract(s).

1.3. Procurement of the Help Desk Services Contractor(s) will consist of several phases: Technical Proposal Submittal, Oral Presentation/Discussion Sessions, and a Price Proposal Submittal (see Section 3 for further details).

1.4 Upon selection of the Help Desk Firm(s) and receipt of applicable approvals, a non-exclusive MEEC contract will be fully executed with the successful firm(s). Multiple awards are anticipated. All proposers are advised that MEEC and the University makes **no guarantee** that any task orders will be issued under the resulting Contracts.

Awards made as a result of this RFP will not be exclusive contracts. Participation in this, and all MEEC contracts is voluntary. Projected Help Desk Service Provider usage by prospective institutions do not commit those institutions to purchase at the projected level, nor to use resulting contracts as a purchasing vehicle. However, it is the University's and MEEC's intent that the majority of the eligible institutions will elect to utilize the resulting contract(s).

1.5 MEEC anticipates the award by late August 2009 with master contract(s) in place with the successful Proposer(s) by September, 2009. As a result, it is anticipated the MEEC members will begin utilizing the contracts in September 2009 for help desk implementations by January, 2010.

2. Issuing Office:

2.1. The Issuing Office on behalf of MEEC is:

University of Maryland University College
Office of the CFO& VP for Administration
3501 University Blvd East
Inn and Conference Center, Room ICC-3120
Adelphi, MD 20783-8044

Attn: Valerie Rolandelli
Assistant Vice President for Procurement and Business Affairs
(301) 985-7895
Fax: (301) 985-7112
E-mail: vrolandelli@umuc.edu

Or

Jeanne Parker
(301) 985-7520
jparker@umuc.edu

2.2 The Issuing Office shall be the **sole** point of contact for purposes of the preparation and submittal of proposals in response to this solicitation.

3. Questions and Inquiries:

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by close of business on June 3, 2009. It is preferable that questions be submitted via e-mail to vrolandelli@umuc.edu or jparker@umuc.edu. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer.

4. Pre-Proposal Conference.

A Pre-Proposal Conference will not be held in conjunction with this procurement.

5. Addenda Acknowledgment.

Prospective offer(s) responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. Receipt of the addenda, amendments and/or change issued must be acknowledged in writing by offerors and included in the technical proposal.

6. Proposal Closing Date/Due Date and Time

6.1. **An original plus six (6) copies (for a total of 7) and one (1) CD or flashdrive of the Technical Proposal** must arrive at the Issuing Office by **Wednesday, June 10, 2009 on or before 4:00 p.m.** in order to be considered. Proposers are requested to clearly mark the "original" set of the Technical Proposal.

6.2. Price Proposals are not requested at this time. At the completion of the second phase technical evaluation, price proposals will be requested of all firms who remain short listed. An original and one (1) copy (for a total of 2) of the Price Proposal is anticipated to be due to the Issuing Office, July 13, 2009 at 4:00 p.m. (See Appendix B for sample Price Proposal form. This form is anticipated to be revised as the procurement progresses). Proposers are requested to clearly mark the "original" set of the Price Proposal.

6.3. **LATE PROPOSALS CANNOT BE ACCEPTED.** Proposals are to be delivered to the University's Office of the CFO and VP for Administration, University of Maryland University College, 3501 University Blvd East, Room ICC-3120, Adelphi, MD 20783-8044. The University recommends against use of mail or delivery services which will not guarantee delivery directly to Room ICC-3120. Proposals delivered to the campus central mail facility or to locations other than Room ICC-3120 will not be considered "received" by the University's Procurement Office until they arrive at Room ICC-3120 and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location, or error or delay on the part of the carrier. Directions to UMUC can be found at the website www.umuc.edu. **If you are unfamiliar with the location of UMUC and/or Room ICC-3120 within the Inn and Conference Center and plan to hand deliver your proposal, it is strongly recommended that you take a trial run prior to the due date and time for proposals.**

6.4. Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

6.5 UMUC's Inn & Conference Center, in which the Office of the CFO and Vice President for Administration is located, is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of University holidays. The Office of the Vice President for Administration is accessible to the public only by two elevators located at the east end of the main concourse of the building. Vendors must allow sufficient time in delivering replies to solicitations to ensure timely receipt by the Issuing Office. Directions to the ICC are available at www.umuc.edu.

7. Minority Business Enterprises.

Minority participation is important to UMUC and the State of Maryland. All state entities have a subcontracting goal of 25% of its expenditures with State Certified Minority Business Enterprises (MBE's). State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>. Refer to Appendix E for further information.

At the time Price Proposals are received, MBE Attachment A – Certified MBE Utilization and Fair Solicitation Attachment and Attachment B – MBE Participation Schedule forms (see Appendix B) will be required to be submitted. Refer to Appendix E for further information about the State of Maryland's MBE Program.

8. Contractual Agreement.

The Contract to be entered into as a result of this RFP (the "Contract") shall be by and between the offeror as Contractor and MEEC in the form of a MEEC/University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by MEEC, the University or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C and will execute a contract with these mandatory terms and conditions upon request by MEEC. Subsequent to the signing of the master agreement, the buying MEEC member may also require the signing of a Task Order Request for Proposal (TORP) contract that is specific to the services to be provided by the Contractor for the buying MEEC member as well as contain specific mandatory terms and conditions applicable to it. For accounting purposes only, the buying MEEC member may also issue a purchase order to the awarded firm.

9. Term of Contract.

Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of MEEC/the University, or such other date as MEEC/the University and the Contractor shall agree. The term of the contract will be for the scope of work as defined in Section 2 of the solicitation documents, anticipated to start on or around September 1, 2009 for a period of approximately 4 years and ten months (i.e. through June 30, 2014). At the end of each year of the initial term, MEEC/the University, at its sole option and with thirty (30) days notice to the Contractor, may elect to discontinue the contract with no further obligations to the

Contractor and with no penalty. If MEEC/the University elects to discontinue the contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made.

Upon completion of the initial term, MEEC/the University may, at its sole option, elect to renew the contract for a period not to exceed five (5) additional years. At the end of each year of any renewal term(s) (if any) MEEC/the University, at its sole option and with thirty (30) days notice to the Contractor, may elect to discontinue the contract with no further obligations to the Contractor and with no penalty.

10. Acceptance of Terms and Conditions.

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 addenda in total shall be incorporated into the contract by reference.

11. Proposal and Contract Security – Not applicable to this procurement, but may, at the sole discretion of the buying MEEC member, be applicable to individual task orders provided under the resulting Contract(s).

12. Confidentiality of Information

The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University's/MEEC's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the MEEC/University member's confidential information.

MEEC/the University may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offeror to propose responsive solutions to MEEC/the University's needs and requirements, MEEC is willing to disclose certain confidential information to Offeror, including without limitation information concerning MEEC's business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by MEEC/the University, Offerors may be required to sign a Non-Disclosure Agreement.

END OF SECTION 1

SECTION 2

SCOPE OF WORK/REQUIREMENTS

1. OVERVIEW

1.1 MEEC/USM is currently seeking Proposals for a wide range of helpdesk support for its members-in-good-standing students, faculty, and staff technical questions and issues. Such help desk services may include, but are not limited to, 1) centralized technical help services with one number/email/chat for all question and issues for the MEEC member's community regarding a variety of learning technologies and applications (such as Blackboard, WebCT, Angel, etc.), 2) technical support for ERP systems such as PeopleSoft, 3) help desk services for student services and enrollment management, and 4) desktop technical support. The objective is primarily to provide Level 1 support, however, some MEEC members may also require Level 2 support. The goal of these helpdesk services is to resolve and close 90% - 95% of all incoming calls/emails/chats to the helpdesk on the first contact. In most cases, Level 1 support will then forward all tickets it is unable to answer to Level 2 support. Level 2 is anticipated to be handled by the buying MEEC member's internal staff however, some MEEC members may elect to have the Contractor provide Level 2 support. Level 1 will also be required to provide updates to Level 2 of any new issues or patterns reported.

Some MEEC members from time to time may also support other institutions and/or third parties for a semester or longer. The successful vendor(s) will need to provide support, under the direction of the buying MEEC member, to these other parties under the direction of the buying MEEC member.

Hours of operation will be specific to the buying MEEC member, but will range from overload support of internally staffed help desks, after hours support, to 24/7/365 help desks.

1.2. Objective

The objective of this process is to find vendor(s) that will become partners with the buying MEEC member in providing exceptional Level 1 support to the MEEC member's users. In addition to providing support, some MEEC members may also want the selected vendor(s) to make suggestions and recommendations to improve efficiency in providing support to end-users. One or more of the selected vendor(s) may be requested to review current support processes, procedures, and organization and provide recommendations that will reduce the number of calls coming into the Helpdesk while providing better support to end-users. It is MEEC's belief that cost may not necessarily increase and SLAs should still be met even with the addition of systems and applications to any helpdesk. MEEC's objective is for the relationship with the selected vendors is to be that of a strategic partner or partners that work(s) together with the buying MEEC member to improve efficiencies and quality of support services to the member's educational community of students, faculty and staff.

2. REQUIREMENTS

2.1 - Level-1 Access Availability and Support

Level-1/First-tier support is needed for varied schedules among the MEEC members such as full Level 1 support at specified business hours, off hour support, overload support, weekend support, up to 24-hours a day, 7 days a week, 365 days a year.

Level-1/First-tier support will be required to answer user's questions by telephone, electronic mail, and chat room and perhaps Voicemail. Both Voice-Over IP and a PC remote desktop program (example: WebEx) type demonstration mode might also be desirable means of helping users.

In most cases, the individual MEEC member will provide a toll-free phone number for users that will be forwarded to the selected vendor. Email accounts will be created and access to the accounts will be granted to the vendor or forwarded to their mail system. Level-1/First tier support must be able to contact users at a prearranged time designated by the user through synchronous or asynchronous communication.

Level-1/First-tier support must have dedicated high speed access to the Internet for the team designated to respond to support issues in order to access the applications.

Level-1/First-tier support must have backup measures and redundant systems in place to either prevent or quickly overcome system failures due to hardware problems, carrier problems, electrical outages, etc. or a combination thereof.

Level-1/First-tier support must have emergency contingency plans in place to quickly resume service in case of inclement weather, natural disasters, fires, evacuations, etc. These plans should details the threshold where additional measures are taken to handle expected and unexpected surges in requests for technical assistance. These plans will determine the timeframe for a response and the volume of real-time (chat and phone) communications a “worst case” scenario would be able to handle. If changes to the plan occur Level-1/First tier support will notify the MEEC member within 1 business day.

Emergency Plan to include but not limited to:

- a. Minimum agents on staff (listed for each shift and day of week)
- b. Maximum agents on staff (listed for each shift and day of week)
- c. Time frame for each shifts/days ability to address an issue including:
 - o Bringing in staff
 - o Management notification time frame
 - o MEEC member notification time frame
 - o Initial report of impact
 - o Post Mortem Report of Issues including
 - Time frame in question
 - Number of calls
 - Raw data for month to date highlighting time frame
 - Actions being taken to address problems with response time
- d. Escalation plan specific to call spikes
- e. Several high volume scenarios should be detailed:
 - Connectivity Slowness
 - Complete Help Desk and/or other system(s) Outage
 - Unknown issue within buying entity’s system(s)
 - Complete buying entity’s Outage (Networking, Power, etc.)

Level-1/First-tier support must have dedicated supervisory personnel or lead agent(s) on the premises and available for consultation for each shift to provide further troubleshooting measures prior to escalating to Level-2/Second-tier support.

Level-1/First-tier support will provide a dedicated phone line or communication mode for Level 2 to contact agents or management. Critical issues can be escalated to the vendor’s management through the phone and a response will be provided to the buying entity within a specified time, but no later than 60 minutes.

Level-1/First tier support managers/supervisors, and not phone agents, will be responsible for:

- Providing the appropriate resources to ensuring the desk is manned and the required SLA’s are met
- Providing the required branding (which may or may not be necessary) (see Glossary) and notification of issues found by Level-1/First-tier support to be sent to the buying entity
- Identification of trends at a specified interval by the MEEC buying entity, at a minimum 10 calls within a 1 hour period for named critical services, to allow for implementation of the crisis management plan and escalation to the buying entity when necessary.
- Statistics (formatted to the buying entity’s specs) to be sent to the buying entity and checked for validity prior to being sent
- Post Mortem reporting on any system failures or outages will be sent not later than 12 hours of an incident regardless of whether the buying entity requests the report
- Meeting regularly with the buying entity’s management to discuss common issues, call trends, solutions, and potential process changes. Vendor shall be responsible for bringing all pertinent information pulled from the tracking systems.
- Ensuring that a knowledge database is developed and maintained for each MEEC customer to the MEEC member’s specifications and satisfaction.

Note regarding **Knowledge Database**: MEEC members under contract must have the ability to access the vendor's knowledge base which should be developed and maintained by the vendor. This database should be web based and password protected.

Vendor must have a Call Center Tracking system that tracks all incoming contacts and issue and issue resolutions. It is desirable that the buying MEEC member would be provided access to this system for quality assurance purposes.

Level-1/First-tier support shall adhere to Standard Operating Procedures (SOP), if any, established by the buying MEEC entity's Level-2/Second-tier support.

In cases of unforeseen call volume spikes, the buying MEEC member has the authority to permit the adjustment of specific queue times, abandon rates, etc. within the Service Level Agreement (SLA). This will only occur if all of the following are met:

1. Good faith effort is made to address the issue plus follow the Emergency Response Plan
2. Official request is made to adjust specific time frames. The request should be made no more than one business day after the incident and should include:
 - a. Post Mortem of situation
 - b. Time frame being asked for the adjustment
 - c. Raw call data for the month to date with the impacted area highlighted
3. The buying MEEC member approves of the adjustment.

2.2 - Support Staff Qualifications

Level-1/First-tier support should consist of certified Help Desk Professionals with qualifications appropriate to the performance of the specific Help Desk requirements. At a minimum, they must have either at least one year of computer experience, 24 credit hours of computer related education or A+ or Net+ Certifications. Additionally, they are required to have at least six months experience with telephone technical customer service.

While speaking with users on the phone, or communicating via electronic mail or a chat session, the agents should be following the guidelines and principles outlined in their training while troubleshooting the problem.

They must be pleasant, courteous, patient and helpful.

They are required to have excellent oral and written communication skills in the English language.

Level-1/First tier support staff must be very familiar with the following (but not limited to) commercial software and be able to familiarize themselves with any new releases within one week and fully trained with 3 months of the release.

- o Windows NT, 2000, XP, Vista and any successor MS operation system
- o Macintosh OS X (outsourcing of Level 2 support may also be highly desirable for this application)
- o Apple OSX 10.5 forward
- o Linux
- o Netscape Navigator / Communicator 6.2 and higher
- o Mozilla Firefox 2 and higher
- o Microsoft Internet Explorer 6 and higher
- o Safari 1.2 and higher
- o MS Office 2000, 2003, 2004, XP, 2007 (Word, Excel, Access, Power Point, Outlook, Project, Visio, & OneNote)
- o Various firewall and Anti-virus software (Norton, McAfee, etc.)
- o Various Plug-ins for Netscape, Firefox and Internet Explorer
- o Basic PC Troubleshooting
- o Basic Printer Troubleshooting
- o Basic Networking Troubleshooting
- o Basic UNIX commands
- o Basic HTML code

2.3 - Support Staff Training

It is the responsibility of Level-1/First-tier support to train new agents on the buying MEEC members support process and applications. Level-2/Second-tier reserves the right to review and approve training materials developed by Level-1/First-tier support. Level-2/Second-tier reserves the right to assist in training Level-1/First-tier support agents throughout the year to present new enhancements and feature to specific applications.

2.4 - Support Staff Monitoring/Performance Evaluations

Vendor will monitor Level 1 support staff on periodic basis in order to ensure the Level 1 support staff meets training standards. The buying MEEC member will be provided the opportunity to provide feedback on individual agent performance. The buying MEEC member reserves the right to request that a Level 1 support staff and/or management staff be removed from the the contract if in the best interest of the buying MEEC member.

Quality Assurance – Based on the numbers provided by the vendor quality assurance will need to involve, at a minimum:

- 7% of total phones interactions will be reviewed
- 7% of total email interactions will be reviewed
- 7% of total chat interactions will be reviewed
- All interactions will be sent a survey requesting “quality of service” feedback with a goal of 10% response from these surveys

Based on the above percentages calls/tickets will be reviewed for all shifts

- o Weekly Report will be provided to the buying MEEC member, unless another interval is approved by the buying MEEC member.
- o List of all tickets during the time period, including detailing all tickets reviewed during the week, separated by call type and time of interaction.
- o Using evaluation criteria agreed to by the buying MEEC member the tickets being reviewed will be graded
- o Report will be provided weekly and within two days of the week’s end unless another interval is approved by the buying MEEC member.

2.5 - Reporting Features and Usages

The Help Desk Contractor is to provide appropriate reports to the buying MEEC member that contains the appropriate and applicable information from callers for statistical purposes and recorded by or in a Call Center Tracking system. Such reports will be developed jointly between the Help Desk Provider and the buying MEEC member.

The following information that may be required, but not limited to, to be obtained from callers for statistical purposes and recorded by or in a Call Tracking system include the following:

- o Time and date of call.
- o First and Last Name of caller
- o Caller Login ID (or username)
- o Caller Empl ID (unique identifier)
- o Which class(es) the caller is enrolled in
- o Caller status (graduate student, graduate faculty, undergraduate student, undergraduate
- o Caller type (Faculty, staff, guest, other)
- o Home and work phone numbers
- o Computer hardware/software specifications
- o Operating System
- o Computer type
- o ISP company
- o Browser type
- o Type of problem initially reported
- o Detailed description of problem

- o Detailed description of solution
- o Audit trail (status of call)
- o Call Resolution

A monthly status report should be sent to the manager of the Level-2/ Second-tier support that may contain the following as may be specified by the MEEC member:

- o Monthly statistics on which condition of each Service Level Agreements you Exceeded, Met and Failed
- o Number of Inbound calls
 - Per week
 - Per day
 - Per hour
- o Percentage of answered with Queue Time less than 60 seconds
- o Number of Inbound e-mails
- o Average length of calls
- o Abandoned calls
- o Average abandoned time
- o Call Queue times vs. Call Volume and Incident Volume
- o Abandoned Time and Call Volume Relationship
- o Number of voice mail messages by users and queue times
- o Transferred calls
- o Calls conferences by multiple agents
- o Average queue time
- o Average process duration (total call time)
- o Average speed to answer calls
- o Average time before calls are abandoned
- o Email Ticket Volume
- o Email per trouble ticket
- o Most common problems
- o Which department/division had the most callers (graduate or undergraduate)
- o Feedback on operator's performance

2.6 - Support Staff Interactions with Students/Faculty/Staff

Vendor will require that support staff meet the following requirements and will monitor support staff on a periodic basis to ensure compliance with these requirements.

Support staff will be required to be respectful of all users at all times.

- o Support staff and vendor will be required to treat interactions with students as confidential at all times.
- o Support staff will try to answer other computer-related questions that do not necessarily have to deal with our program.
- o Support staff will provide handholding support for novice users (patiently walking through procedures with callers).
- o Support staff will exercise patience and understanding with foreign students and faculty where English is not their primary language.
- o Support staff and vendor will not provide any user data to anyone other than Level 2 support and Contract Manager.
- o Support staff and vendor will NEVER ask students, faculty or staff for their complete Social Security Number (SSN) or security password.
- o Support staff may be required to send a follow-up e-mail to the caller at the end of each phone contact summarizing the resolution of the call.

2.7 - Storage of Helpdesk Sessions

All interactions (helpdesk sessions) are to be stored (archived) for future reference. The interactions must be stored for a minimum of one year from the date of the final interaction on the ticket. Interaction includes phone, email, and chat. All tickets must be able reviewable for the length of the contract.

2.8 – Buying MEEC Member’s Responsibilities

- The MEEC member must provide Help Desk Contractor with all scheduled software/hardware maintenance dates the vendor is likely to receive calls about.
- The MEEC member must also notify the Help Desk Contractor immediately in the event of a server outage, network outage, network virus, or security intrusion so that the Help Desk Contractor is always working from an informed situation about the customers it is serving.
- The MEEC member is responsible for addressing the following:
 - hardware repairs
 - local print sharing
 - system rebuilds
 - personal/home networks
 - addressing a customer's printer consumables
 - local file sharing
 - training or extensive instruction

(Note: The Help Desk Contractor is responsible for reporting the above back to the MEEC member)

- The MEEC member must immediately notify vendor of any emergency campus situation, in climate weather condition, or any other event/activity that might lead to a spike in phone calls from customers.
- The MEEC member must provide an escalation procedure to the Help Desk Contractor (executive names and phone numbers) in the event of some serious problem that gets called in on an emergency basis, independent of the normal route to be taken to solve a typical IT problem.
- The MEEC member may assume responsibility for following up with customers (students and employees) about the degree of satisfaction with the vendor's response time and resolution, although the buying MEEC member may also have the Help Desk Contractor conduct customer service satisfaction surveys on its behalf as well.

3. IMPLEMENTATION

3.1. Award of Projects/Task Orders: The buying MEEC/University member will follow the implementation processes outlined below.

- a. **Scope of Work and Proposals:** As the need for Help Desk Services arises, the buying MEEC member will contact one or more of the awarded HelpDesk Service Contractors. The task order proposal process will be handled as follows:
- (1) The MEEC member's applicable institutional staff will
 - (i) prepare a written scope of work for the particular Help Desk inclusive (at a minimum) of:
 - implementation time frame/schedule;
 - scope of services required including hours of operation; and
 - required SLA's;
 - (ii) conduct a pre-proposal meeting, if applicable, with one or more of the awarded Help Desk Service Contractors.
 - (2) The Help Desk Service Contractor or Contractors will provide to the buying MEEC/University member a proposal for Help Desk services for the specified project, that may include, but is not limited to, the following:
 - (a) Names of the Help Desk firm's personnel who will manage the staff for the project inclusive of position and applicable background/resume and references.
 - (b) Staffing Plan for the required help desk services including, but not limited to, the number of customer service representatives (CSR), the level of expertise of the staff, the shifts with number of agents per shift to be operated, and the hours per staff per shift (i.e., level of effort).
 - (c) The approach to providing the services including, but not limited to, the training of the CSR's, the telephony and the call tracking systems, building of knowledge base, quality assurance program, etc.
 - (d) Similar experience with other customers/clients including contact information so that the MEEC member may, if it so chooses, check references.
 - (e) Quoted lump sum fee or not-to-exceed price (dependent on the requirements within the MEEC's/University's scope of services) with a breakdown by position, task hours for each, and billable hourly rate (Help Desk Service Contractors are required to use the quoted unit prices established and specified in their master contract with MEEC/University.)

- (f) A schedule of tasks to ensure that the required time frame to complete the work in accordance with the MEEC's/University's scope* and,
- (g) A statement indicating the MBE percentage commitment for the project (Note: Although the contract does not have a specific MBE Goal, successful Contractors are encouraged to seek out Maryland State Certified MBE's to participate in the resulting Task Orders. The buying MEEC member may set a MBE percentage goal for a specific Task Order Request (TORP).

Note: In addition to the information noted above, the buying MEEC/University member reserves the right to request other information from a Help Desk Service Contractor as it deems appropriate. In such instances, this requested information will be included in the scope of services/proposal request issued by the applicable MEEC member.

- b. **Evaluation:** The applicable MEEC member will review the proposal(s) received as well as may request an interview of assigned call center team members and/or an “audition” whereby the buying MEEC members could call, e-mail, or chat with Level 1 support staff as part of the evaluation. The buying MEEC member may also conduct site visits as part of the evaluation.

Following the evaluation of the proposal, an award will be made by the buying MEEC member to the Help Desk Service Contractor(s) with the most advantageous proposal. The applicable MEEC member will evaluate the proposal(s) for, but not limited to, cost advantage, proposed assigned key personnel's expertise and time commitment, MBE commitment, ability to meet the required schedule, ability to provide the scope of services, etc.

The evaluation criteria and process is solely at the MEEC member's discretion and will be included in the scope of services/proposal request issued by the applicable MEEC member. The award will be based in accordance with the task order proposal request and may be based:

- a) solely on price with the lowest responsive and responsible cost receiving the award;
- b) on a combination of technical and price evaluation/ranking, or
- c) solely on technical expertise followed by the MEEC member negotiating a fee with only one Help Desk Services Contractor or, if more than one proposal is received, with the top ranked Help Desk Services Contractor; in the event of unsuccessful negotiations, the MEEC member may discontinue negotiations with the top ranked firm and proceed to the next rank, and so forth;

- c. **Award:** A Task Order Requirements Package (TORP) and/or Purchase Order (P.O.) will be issued by the buying MEEC member to the successful Help Desk Service Contractor for each specific task order.

3. EXHIBITS

Samples of Minimum Required SLA's

The TORP issued by the buying MEEC entity for a specific Help Desk will state the required SLA's. A sample of SLA's that may be required is below. Due to continuing growth and changes within MEEC member's organizations and with improving processes and implementing new technologies, MEEC members reserve the right to renegotiate in adding or amending the stated Service Level Agreements at any time.

SAMPLE 1:

SLAs will be based on the average per month unless otherwise stated.

	PHONE	CHAT	EMAIL	VOICEMAIL	SURVEY
Met	5 - 60 seconds	5 - 60 seconds	.5 - 4 hours	5 - 10 minutes	85 - 95%
abandonment rate	If the percentage of abandoned calls exceeds 5% of total incoming calls it will result in an automatic penalty for the month	If the percentage of abandoned chats exceeds 5% of total incoming chats it will result in an automatic penalty for the month	If during the seven days prior to through the seven days after the first day of the semesters (Spring, Mid-Spring, Summer, Fall and Mid-Fall) the response percentages are missed it will automatically result in a penalty for the month		
and/or	Vendor warrants that they will have the ability to correctly handle simultaneous phone calls with trained staff; failure to do so will result in a penalty for the month	Vendor warrants that they will have the ability to correctly handle a minimum of two simultaneous chat sessions with trained staff failure to do so will result in a penalty for the month			
and/or	Quality Assurance - Failure to review 7% of total phone calls, equally distributed throughout the day, will result in an automatic penalty for the SLA time period.	Quality Assurance - Failure to review 7% of total tickets resulting from a chat communication, equally distributed throughout the day, will result in an automatic penalty for the SLA time period.			

PENALTY ADDITION (Phone, Email, Voicemail, Chat) Failure to meet three or more of the above five SLAs will result in an additional 2% penalty over the 3% penalty distributed across all SLAs. Penalties are not to exceed 5%. If 5% penalties are incurred for 3 months or more consecutively, the penalty will be doubled (10%) until an improvement is seen.

BONUS ADDITION (Phone, Email, Voicemail, Chat)

Level-1 vendor satisfies the criteria for “bonus” for all four categories will result in an additional 1% bonus.

Penalty	Penalty %	Ex. Penalty %	Bonus	Bonus %	Ex. Bonus %	TOTAL
4 months missed	-4%	-2%	0 exceeded	0%	0%	-6%
3 months missed	-3%	-2%	1 exceeded	1%	0%	-4%
2 months missed	-2%	-2%	2 exceeded	2%	0%	-2%
1 months missed	-1%	0%	3 exceeded	3%	0%	2%
0 months missed	0%	0%	4 exceeded	4%	1%	5%

Telephone

Users that contact MEEC member support via telephone will enter into an Automated Call Distribution (ACD) system and be presented with different options that will be designated by MEEC. An example of this might be Learning Systems Support, Enterprise Systems Support, Faculty Services, and MEEC General Information. We are asking the vendor to provide us with their recommendations on how to break down the systems. The vendor will need to have the ability to add emergency status messages to the ACD prior to the queue for calls to help decrease volume of calls during a crisis. The status messages will need to be approved by MEEC prior to publicizing them. The phone system should also inform the user of their placement in the queue or approximate wait time and allow them to leave a voicemail or seek alternative support (e-mail, help site, etc.).

The SLA will be considered Met if the calls for the month are answered within 30 or 45 seconds on the average.

The SLA will be considered to be Missed if the calls for the month are answered in 60 seconds or more or any single call is in the queue greater than 10 minutes AND/OR:

- Failure to properly brand (if required) the help desk a total of 5 times per month will result in an automatic penalty for the month.
- If the percentage of abandoned calls exceeds 5% of total incoming calls it will result in an automatic penalty for the month
- If during the seven days prior to through the seven days after designated peak load periods the response percentages or abandon rates are missed it will automatically result in a penalty for the month
- Vendor warrants that they will have the ability to correctly handle a minimum of two simultaneous phone calls with trained staff; failure to do so will result in a penalty for the month
- Quality Assurance - Failure to review 10% of total phone calls, equally distributed throughout the day, will result in an automatic penalty for the SLA time period.

Chat

In some, but not all, situations, a MEEC Member may have an established Help Desk Chat tool that is currently used to monitor the production servers. Agents will be trained on the functionality of the Help Desk Chat and expected to monitor activity and answer user problems during the specified hours of operation. With emerging technologies, it may be feasible to incorporate a chat system that Level-1/First-tier support may currently be using. The chat program should also inform the user of their placement in the queue or approximate wait time and allow them to leave to seek alternative support (e-mail, help site, etc.).

A chat session considered completed when the user chat request has been answered, the user's problem(s) are solved to their satisfaction, a follow-up e-mail containing the chat transcript is sent to them by the agent and the ticket is closed.

The SLA will be considered Exceeded if the chats for the month are answered in 0 to 5 seconds on the average.

The SLA will be considered Met if the chats for the month are answered between 5 and 60 seconds on the average.

The SLA will be considered to be Missed if the chats for the month are answered in 60 seconds or more OR any single chat is in the queue greater than 10 minutes AND/OR:

- a. Any single incident of a failure to properly brand the help desk will result in an automatic penalty for the month.
- b. If the percentage of abandoned chats exceeds 5% of total incoming chats it will result in an automatic penalty for the month
- c. If during the seven days prior to through the seven days after the first day of the semesters (Spring, Mid-Spring, Summer, Fall and Mid-Fall) the response percentages or abandon rates are missed it will automatically result in a penalty for the month
- d. Vendor warrants that they will have the ability to correctly handle a minimum of two simultaneous phone chat sessions during every minute of each day 24/7/365 with trained staff failure to do so will result in a penalty for the month
- e. Quality Assurance - Failure to review 10% of total chats, equally distributed throughout the day, will result in an automatic penalty for the SLA time period.

Electronic Mail

Level-1/First-tier support is responsible for answering e-mail sent from MEEC users throughout the world at all times. MEEC may either set up aliases that will forward these e-mails directly, or provide access to the general e-mail account. The client will have an automatic e-mail reply, supplied by MEEC, which is to be sent when each communication is received. This will inform the user that their request has been received, and provide an estimated timeframe before a Level-1/First-tier agent will respond to their request. All communications from Level-1/First-tier agents to MEEC users will be blind carbon copied to the designated Level-2 Liaison(s). Each e-mail contact will be stored as part of the work log within the call tracking system (such as Remedy).

The E-Mail SLA includes only outgoing response to user email and does not include Level 2 communications or unsolicited follow-up messages.

The SLA will be considered Exceeded if the e-mail for the month are answered in 0 to 30 minutes on the average.

The SLA will be considered Met if the e-mail for the month are answered between 30 minutes to 4 hours on the average.

The SLA will be considered to be Missed if the e-mail for the month are answered 4 hours or more OR any single e-mail waiting to be answered is greater than 12 hours AND/OR:

- a. Any single incident of a failure to properly brand the help desk will result in an automatic penalty for the month.
- b. If during the seven days prior to through the seven days after the first day of the semesters (Spring, Mid-Spring, Summer, Fall and Mid-Fall) the response percentages are missed it will automatically result in a penalty for the month
- c. Quality Assurance - Failure to review 10% of total e-mails, equally distributed throughout the day, will result in an automatic penalty for the SLA time period.

Voice Mail

Voice Mail is defined as a user contacting Level-1/First tier support via telephone and never reaching a live agent thus forcing them to leave a message. These are considered abandoned calls as they user either a) hung up and never left a message or b) did not receive assistance at the time they desired. The Level-1/First tier vendor must treat these voice mails as missed calls and contact the user as soon as possible.

If an email is sent as a reply to a voice mail, other than at the user's request, a phone call will be made to the user during the next available time (appropriate hours dependent upon their location)

The SLA will be considered Exceeded if the voice mails for the month are answered in 0 to 5 minutes on the average.

The SLA will be considered Met if the voice mails for the month are answered between 5 and 10 minutes on the average.

The SLA will be considered to be Missed if the voice mails for the month are answered 10 minutes or more OR the time any single voicemail waiting to be answered is greater than 20 minutes.

Surveys

Level-1/First-tier support will be responsible for the distribution of a quality assurance survey that will be sent to the user via e-mail once the support service has been deemed closed for each individual contact (i.e. the user's problem has been resolved and call ticket closed). It will be the responsibility of the Level-1/First-Tier support to report to Level-2 on a monthly schedule the average scores for each question, and the average of the overall score of the survey received as well as the percentage of surveys returned. It will be essential for the Project Manager / Client Lead to follow up on surveys that are reported as unsatisfactory. Please describe your ability to meet these requirements.

MEEC member reserves the right to change survey questions at any time. Survey changes will be implemented with 7 days of being supplied to the vendor.

The SLA will be considered as Exceeded if the survey's overall average score is greater than 95%.

The SLA will be considered as Met if the survey's overall average score is between 85% and 95%.

The SLA will be considered as Missed if the survey's overall average score is less than 85%.

Knowledge Database

MEEC members under contract must have the ability to access the vendor's knowledge base which should be developed and maintained by the vendor. This database should be web based and password protected.

OR

SAMPLE 2:

Telephone ASA	≤ 60 seconds
Telephone Abandon Rate	≤ 5.5%
Chat Abandon Rate	≤ 5.5%
Email CSR response	≤ 4 hours from email receipt

2 – Sample Application Breakdown by User Types

It is anticipated that for each SOW, the buying MEEC entity will provide a breakdown of the applications for which help desk support is being requested. Below is a sample.

This is a partial list of applications broken down by user.

	Students	Adj - Faculty	Faculty	Staff
Learning Technology				
LMS	X	X	X	X
Nova	X	X	X	X
Polaris	X	X	X	X
Adobe Acrobat Connect (Breeze)	X	X	X	X
Wimba	X	X	X	X
Bookstore	X	X	X	X
PeopleSoft				
Registration/Advisement	X		X	X
New	X			X
Under-Grad	X			X
Grad	X	X	X	X
Military	X			
Transcripts Request	X	X	X	X
Exam & Testing	X	X	X	X
Financial Aid	X			
Course Management		X	X	
Class Roster		X	X	
HR Self-serve	X	X	X	X
Time Sheets	X			X
Contact Info	X	X	X	X
FMS Finance				X
Email	X	X	X	X
Applications				
MS Office				
Word	X	X	X	X
Excel	X	X	X	X
Access	X	X	X	X
Power Point	X	X	X	X
Publisher	X	X	X	X
FrontPage	X	X	X	X
Visio	X	X	X	X
Project	X	X	X	X
Acrobat	X	X	X	X
Internet Explorer	X	X	X	X
Firefox	X	X	X	X
Real	X	X	X	X
QuickTime	X	X	X	X
IM	X	X	X	X
Anti-Virus	X	X	X	X
Spyware	X	X	X	X
General Info				
Student, Faculty, & Staff Discounts	X	X	X	X
Enrollment	X	X	X	X
Employment Opportunity	X	X	X	X

3 - Definitions and Terms

Branding	Branding is defined as any instance where the MEEC member is improperly identified as another desk or uses URLs or other terminology meant for any other client of the Level-1 vendor.
Student	A student attending one or more class.
Contact	The initial contact (voice, e-mail, chat) from a person seeking assistance. Subsequent follow-up communication, if any, by the Help Desk Provider in order to resolve the initial issue(s) is NOT considered a “contact”
Level-1	First level of support for a MEEC member designed to assist with the most frequent basic questions and troubleshooting steps associated with using technologies such as the institution’s portal and/or web site and other learning technology. Sometimes referred to as “first-tier support”. This is the service the contractor will provide.
Level-2	Second level of support for a MEEC member students designed to assist with more complex questions and technical problems associated with using technologies, such as the institution’s portal and/or web site and other learning technology. Sometimes referred to as “second-tier support”. These are services that generally the buying MEEC member’s staff will provide.
Portal	Portal to _____ accessible via _____ that operates under _____ Portal application and includes the _____ enterprise applications defined under _____ along with links to information and applications for Students, Faculty and Staff.
ERP	_____ Enterprise Resource Planning (ERP) software that _____ licensed and utilizes for its (describe uses of ERP system).
SOP	Standard Operating Procedures that are continually developed by MEEC member for Level 1 and Level 2 agents to resolve or work around known problems or circumstances that arise.
_____	Computer based distance delivery system for _____ courses that requires access using an Internet browser to be installed on the student's PC and access to the Internet, using a recommended web browser (see technical requirements on Help Site)
Web-Enhanced Course	A traditional face-to-face course that will use features offered in _____ to deliver course content or material.
Web-Enhanced Student	A student that is enrolled in a course that is Web-Enhanced (as defined).

END OF SECTION 2

SECTION 3

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

SECTION 3
PROPOSAL REQUIREMENTS
ARTICLE 1
PROCUREMENT PROCESS PHASES

1. General Proposal Requirements

1.1 Transmittal Letter

A transmittal letter prepared on the Proposer's business stationery must accompany each submittal from the Proposer. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Proposal as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial, contained in the proposal.

1.2 Signing of Forms

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Summary of Procurement Phases: This solicitation #90809 will consist of the following phases:

2.1 Technical Proposal Submittal (see Article 2 of this Section 3 for detailed information): All proposers will be required to first submit only a **Technical Proposal**. One (1) original and six (6) copies (for a total of 7) and one (1) CD or flashdrive of the Technical Proposal Submittal are to be provided by each proposer. The Technical Proposal Submittal is due by **Wednesday, June 10, 2009, at 4:00 p.m. to the Issuing Office**. Late Proposals cannot be accepted. The original hard copy proposal will be the firm's official proposal.

2.3 Oral Presentations/Discussion Sessions/Auditions (“Discussion Session”) (see Article 3 of this Section 00300 for detailed information): Only those Proposers who are shortlisted based on the initial technical evaluation will be requested to attend a Discussion Session at the University. The actual time and date for this session will be set upon completion of the initial technical evaluation; however, it is **anticipated** that the Discussion Session will be conducted on **June 26, 2009**, so Proposers are advised to set this date aside in its entirety on the appropriate people’s calendars accordingly as it is not expected to change. The date and time of the presentations/discussion sessions/auditions will be set at the convenience of MEEC.

The proposed Account Manager, (the person responsible for the management of the relationship between the proposer and the proposed Call Center Operations manager MEEC for this contract), and the proposed Executive-in-Charge (the person responsible for adequate resources being designated for this contract as well as for issue escalation/resolution) must attend the Discussion Sessions. Any other key individuals who are needed to assist in the description of any part of the products and services proposed for this RFP are also requested to attend the Discussion Sessions.

At the time the Discussion Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested key personnel.

Following the Discussion Session, a Second Phase Evaluation will be conducted. (See Section 4 for details).

3. Price Proposal Submittal

The Price Proposal is NOT due at this time, but will be requested only from those firms whose technical proposal remains shortlisted after the completion of the Second Phase Technical Evaluation. The Price Proposal will be requested via addenda and must be submitted in a sealed envelope with the Proposer's name, the RFP Title and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

It is anticipated that the Price Proposals shall be delivered on, or before, July 13, 2009, on or before 4:00 p.m. to UMUC's Office of the CFO& Vice President for Administration noted in Section 1 as the "Issuing Office". One (1) original and one (1) copy (for a total of two (2) copies to be provided.) The original is to be clearly labeled. The actual established due date and time will be confirmed via addendum.

SECTION 3 PROPOSAL REQUIREMENTS

ARTICLE 2 TECHNICAL PROPOSAL REQUIREMENTS

1. The Technical Proposal must be submitted in a sealed envelope. The envelope shall have the Proposer's name, the solicitation name and solicitation number prominently displayed, together with the words, "TECHNICAL PROPOSAL".

Technical Proposals shall be delivered on, or before, **June 10, 2009, no later than 4:00 p.m.** to the UMUC's Office of the CFO& VP of Administration at the address noted in Section 1 of the RFP as "The Issuing Office".

The following items must be included in this Technical Proposal (forms for items #b and #d are included in the solicitation package in Appendix A):

- a. Detailed responses to Section 3, Article 2, Technical Proposal Criteria, Items 2.1 through 2.5 (noted below);
- b. Bid/Proposal Affidavit;
- c. Sample Insurance Certificate, and,
- d. Acknowledgment of Receipt of Addenda (If addenda are issued prior to the Initial Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Initial Technical Proposal.)

2. **Technical Criteria:**

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal.

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.1 through 5 as listed below. *Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.*

In general, proposals submitted in response to this RFP must demonstrate that the proposed firm and, in particular, the project team will have:

- Substantial experience in comprehensive functional and technical help desk services especially for educational clients.
- Proven ability to strategically partner with educational institutions
- Strong management, account representatives and staffing available to MEEC members
- Extensive educational experience
- Added value the firm brings to the engagement.

2.1 Executive Summary: The initial Technical Proposal must begin with an Executive Summary which clearly and concisely summarizes the content of the proposal. No price information is to be provided in the Executive Summary. This summary is for introductory purposes and will not be part of the evaluation process as the information is to be a summary with the details provided in subsequent proposal contents.

The following items 2.2 through 2.5 are listed below in order of importance. Proposers are requested to compile their proposals in the same order. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for MEEC.

2.2 Approach To Contract / Questionnaire/Strategic Partnership:

2.2.1 Approach To Contract: Using “Section 2: Call Center/Help Desk Requirements” as a guideline, provide a detailed management implementation plan to provide the required services. The Firm should include explanations and reasons for its proposed methods. The Firm is required to explain how they intend to provide the required services to a variety of institutions for a variety of Help Desk Services throughout the term of the contract.

- A sample scope of work template that is recommended by the Proposing Contractor for MEEC buying entities to utilize to request specific help desk services should be provided.

2.2.2 Questionnaire: Complete the “Questionnaire” Form included in Appendix A of the RFP documents. The responses shall be developed specifically in response to this RFP rather than a collection of generic statements related to the proposer’s services in general. The purpose of this questionnaire is to display full comprehension of the services to be provided and how such services will be provided to MEEC/USM in the areas of help desk services. Please give detailed information, where indicated.

Note: *Responses should not be simply YES replies. Firms should describe how they plan to meet the stated requirements. Any other information that may be relevant but does not fall into the above questionnaire should be provided as an appendix to this volume. If Firm’s product literature and other publications are included to respond to an RFP requirement, the response in this volume should include a reference to the document by name and page.*

The Firm should demonstrate that they understand both the magnitude and the importance of the requirements by detailing their proposed products and/or services for the University.

2.2.3 Structure of the Price Proposal: Provide **recommendations only** as to how the proposing firm, an expert in help desk services, would suggest the price proposal for the Master Contract (such pricing would be utilized in any Task Orders done under the Contract) be structured to satisfy a variety of possible requirements. Please note: no pricing information is to be provided, but rather a proposed structure, such as payment per call; payment on a monthly retainer; payment per student; payment per enrolled class; payment per month allowing a number of total contacts (e-mail, voicemail, chat, phone, etc.) minutes with unused minutes rolling over to the next month; payment per agent; fixed and variable costs quoted, etc; . A sample possible pricing schedule is provided in Appendix B., but the format is expected to evolve as the procurement advances.

2.3 Key Personnel/Staffing Qualifications/References: Firms are to present a plan for the management and staffing of the help desk services to be provided to the MEEC members.

2.3.1. Provide an organizational chart showing the proposed management structure of the help desk services to be provided to MEEC members. The chart should clearly show the reporting structure of the staff to the proposed Executive in Charge, Account Manager, and Operations Manager for the Help Desk(s) as well as the reporting structure (ie escalation path) to higher level management. Technical and management support staff, as well as, those actually assigned and dedicated to manage this account should be shown. Information to be included is the following: (i) Key Personnel's (Executives, Management, Account Manager, Operations Manager, Team Leaders, Level 1 Support Staff, etc.) Names, Titles, and Roles; (ii) Area of expertise; and (iii) Geographical Location.

2.3.2 Staffing Plan: Provide a **narrative written in response to this RFP describing the proposing firm's staffing plan** for this contract work. The Proposer is to demonstrate to the University how it plans to adequately staff a variety of potential help desk for MEEC members. The narrative should include, but is not limited to, the following:

a. Key Personnel of the Contract Team: Provide **job descriptions and the general skills, experience, and/or education** required for each of the following contract team members that would be responsible for the initial contract set up as well as the day to day operations:

1) **Executive-In-Charge:** defined as the person who ensures that the appropriate firm resources are provided to the Operations Manager for the operation of the help desk and who the University can call upon for issue escalation/resolution, if needed

2) **Account Manager/MEEC Liaison** (This is the primary point of contact for MEEC, defined as the person who will manage MEEC's account for the contract and services offered and will be available to the MEEC Executive Director as needed. (i.e. sales/business development)

- 3) **Operations Manager**, defined as the person who will directly manage the assigned help desk staff (team/shift managers, Level 1 or Level 2 support staff, technical support personnel, etc.) to ensure efficient quality services are being provided.
- 4) **Shift/Team Manager(s)**: defined as the persons who are in charge of a group of Level 1 or Level 2 support staff and/or a time shift.
- 5) **Trainer**: A dedicated internal trainer to update the Contractor's staff on changes, issues or concerns is highly desirable.
- 6) **Quality Assurance Representative(s)** – ensure that the service level agreements are being provided by the Level 1 Support Staff.
- 7) **Level 1 Support Staff** – "front line" staff who are the initial responders to the contacts from MEEC member potential students, current students, faculty and staff.
- 8) **Level 2 Support Staff** - first escalation level to handle contacts that the Level 1 Support Staff cannot.
- 9) **Technical Support Staff** - internal staff that support the contractor's equipment and technology to ensure smooth operations with minimal disruption to service.

The job descriptions should include all relevant information about the personnel which will enable the University to evaluate the minimum qualifications of the prospective staff. The amount of relevant experience will be an important factor in the evaluation.

b. Include **complete resume(s)** of the proposed **1) Executive-in-Charge (who is responsible for seeing that adequate resources of the Firm are provided to meet the specific needs of MEEC members)**, **2) Account Manager** (who will work closely with the MEEC Executive Director), and **3) Operations Manager** (who is responsible for the day-to-day operations of the call center). MEEC will only consider persons having relevant experience with help desk centers similar in size and scope to those for MEEC Members. The amount of experience demonstrated by each of these people will be an important consideration in the evaluation of proposals.

The resume should include the following:

- Educational history, applicable training received, certifications earned, including dates of attendance, dates of certifications earned;
- Employment history, including dates of employment (start and ending dates) and positions held and dates applicable for each of these positions;
- Experience on similar contracts, both with your firm and other firms (preferably those listed in response to the similar contracts given in the Initial Technical Proposal below.) Give a brief description of the contract including number of people (Level 1 and/or Level 2 Support Staff's) supervised, help desk center volume statistics, types of help desk services

being provided, and structure of the financial contract. Also, indicate the role the person performed for the contract (i.e. Manager, Level 1 or Level 2 Support Staff, etc.)

- For each similar contract, provide a client contact person, including telephone number that can provide a reference for the person as requested. MEEC will check references provided for the Account Manager and the Operations Manager. MEEC reserves the right to verify all information given if it so chooses, as well as, check any other sources available, including itself if not provided as such.. Please be sure that accurate information is provided and that the contact person is capable of speaking to the person's capabilities in performing in a similar role for MEEC. References will be held in the strictest of confidence.

NOTE: By providing the name of the Account Manager for evaluation, the Proposer is committing that this individual will be involved in the resulting contract. No changes in this Key Person will be allowed for the duration of the contract without MEEC's written approval via the execution of a contract amendment.

c. Provide a narrative explaining the firm's primary methods and sources for **recruiting qualified Level 1 and Level 2 Support staff and retention of quality Level 1 Support staff**. Who on the proposed management team will have primary responsibility for the recruitment of Level 1 and Level 2 Support staff?

d. **Training:** A narrative describing the employee training program for all levels of employees. This description may also include any audio-visual materials used in the training program. The plan should include training of new employees, as well as, current employees for job advancement.

2.4 Firm Experience/References: The Proposer is to provide four (4) contracts on which he/she deems the most similar or relevant to the MEEC requirements. Provide client and short case studies to illustrate performance examples. These contracts should be of similar size, scope and complexity to the MEEC member's possible Help Desk operations. (Refer to "Section 2" for more details and description.) **Of the four contracts 2 must be for an educational institution with higher consideration given if this is the case for more than four.**

2.4.1 The following information is to be provided for each reference contract:

- a. Client name, address, contact person and telephone number including area code and extension of contact person;
- b. A brief, but informative description of the help desk services provided including some of the specific services provided; number and types of contacts being handled per month;
- c. The financial structure of the contract (monthly management fee; cost per call/activity; cost per agent; etc.)
- d. The annual dollar volume for the contract/project;
- e. The name of your Account Manager and Operations Manager assigned to this contract;
- f. The shifts operated for the client;

- g. The staffing provided to the client (number of management, Level 1 and/or Level 2 Support Staff per shift, etc.)
- h. The term of the contract (start date and completion date); if ongoing, please state as such; and
- i. Similarities to the MEEC contract as described in this RFP.

2.4.2 References: MEEC will check references of the above contracts/projects. The MEEC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

It is imperative that the contact names and phone numbers given for the contracts/clients listed be accurate. In addition, the MEEC reserves the right to check other sources available, including itself, if not provided as such by the Proposer. References will be held in the strictest of confidence by the MEEC. Such references are to be from different contracts; that is, only one reference per contract is allowed.

2.5 **Firm Profile:**

2.5.1 Provide a **description of your firm's relevant qualifications** to perform the requested services. Also, please include the following information:

- Firm overview, corporate background, mission statement, and/or philosophy;
- Primary business focus or specialty;
- Headquarters location;
- Location of office that will provide the services to MEEC members
- Location of call center(s) that will service MEEC members
- Number of years your company has been in business;
- Number of years in providing Level 1 and Level 2 technical and/or functional help desk services;
- Size of company and number of employees by job classification; (this is to be provided for the company as a whole as well as the office that will service MEEC.)
- Number of technical support staff
- Information about the IVR, Automated Call Distribution (ACD) system, Call Tracking system, and Knowledge Management system
- Turnover rate among the Level 1 and Level 2 support staff;
- Number of total clients and educational clients
- List of top ten (10) clients by annual contract value;
- List of top five (5) educational clients by annual contract value;
- Information technology capabilities of firm and redundancy/security measures in place
- The number and names of similar clients and firm's industry experience, in particular with other higher education institutions and/or industry supporting mission critical applications;
- Any other notable facts that may demonstrate your firm's unique qualifications and aid in the selection process.

- Recent (preferably audited) financial statement for the last three (3) years. (One copy is sufficient in the original proposal. The financial statement will be held in strict confidence by the MEEC/University/)
- Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is selected to provide these services. Such information is to include, but are not limited to, (i) location of primary proposing firm's offices in Maryland, (ii) subcontractors/team members who are Maryland firms; (iii) number of employees in the firm(s) who are Maryland residents, and (iv) plans to operate a call center located in Maryland.

2.5.2 Provide an **organizational chart of the firm** showing the structure of the firm's divisions and/or departments as well as a geographic map of centers. This chart should show the management structure of the firm with the location of upper level management and regional management support staff, as well as, those actually anticipated to be assigned and dedicated to manage this account.

3. Proposal Affidavit

State Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A**.

4. Insurance

Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability, Excess Liability, Workmen's Compensation, and Automobile Liability.

5. Acknowledgement Of Receipt Of Addenda Form:

If any addenda to the RFP documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Initial Technical Proposal.

END OF SECTION 3, ARTICLE 2

SECTION 3

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 2

ORAL PRESENTATIONS / DISCUSSION/AUDITION SESSIONS

1. **ORAL PRESENTATION / DISCUSSION SESSIONS/AUDITION:** Only those Proposers who are short-listed, based on the initial technical proposal evaluation, will be requested to attend an Oral Presentation / Discussion Sessions/Audition (“Discussion Session”) at a location designated by MEEC. As well, the Evaluation Committee may conduct “auditions” or site visits of the short-listed firms whereby the committee calls, e-mails, or chats with current CSR’s of the Proposing Firms and experience the level of support first hand.

The date and time of the Discussion Sessions will be set by MEEC upon completion of the initial proposal evaluation, however, these sessions are anticipated to be held on **June 26, 2009**. Proposers are advised to set this date aside in its entirety accordingly to avoid any conflicts. The actual time on these dates will be verified with the applicable proposers at the time it is requested. The time and date is at the sole discretion of MEEC.

The purposes of the Discussion Sessions are as follows:

- (i) to allow the University/MEEC to meet the Proposer's key people and to allow these key people to convey their expertise and applicable experience;
- (ii) to discuss/clarify any and all aspects of the Technical Proposal in particular the proposed approach, and staffing to provide the services of the contract;
- (iii) to provide an opportunity to clarify the scope of services for this contract, and,
- (iv) to review the recommended Price Proposal structure.

At this time, each proposer will be required to have in attendance the **Executive-in-Charge, the Account Manager, and the Operations Manager** for this contract to MEEC. The Account Manager is responsible for the management of the relationship between the proposer and MEEC for this contract. The Operations Manager is responsible for the day-to-day operations of the help desk(s). The Executive-in-Charge is responsible to see that appropriate resources of the firm are dedicated to the operation of the help desk and provides issue resolution if needed. Other key individuals who are needed to assist in the description of any part of the services proposed for this RFP are also requested to attend the Discussion Sessions.

The Discussion Session forum will be informal as MEEC is **not** interested in a marketing presentation; rather, MEEC is requesting a dialog/discussion with each of the short-listed firms.

Upon completion of the Oral Presentations / Discussion/Audition Sessions, MEEC will conduct the Second Phase Evaluation as described in “Section 4”.

END OF ARTICLE 2, SECTION 3

SECTION 3
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 3
PRICE PROPOSALS

1. Price Proposals:

Price Proposals are not requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Proposers who are short-listed after the Second Phase Technical Evaluation. An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time. The Price Proposal must be submitted in a sealed container. The container shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

A sample Price Proposal form is included in **Appendix B** for information only. It is anticipated that the pricing structure may evolve as the procurement progresses. The due date and time for price proposals is anticipated to be **July 13, 2009 at 4:00 p.m.** Price Proposals will be opened privately. Prices will be firm for the first 12 months of the Contract.

- (a) It is the intent of the University that the Price Proposal will consist of the quoting unit costs that would be applicable to:
1. Hourly rates for applicable personnel for Start-up costs
 2. Any costs associated with items the MEEC member must license. The MEEC member will not be responsible for the purchase, licensing, or tax for any hardware, software, application or equipment that vendors may use for this contract that is not licensed to MEEC.
 3. The unit costs applicable per month based on an anticipated number of monthly contacts, anticipated number of CSR's, fixed monthly fee, etc.
 4. The increase/decrease in unit costs for the contract extension years, preferably tied to the CPI

The MEEC member may also consider requests applicable for a specific Task Order done under the resulting Contract(s) for reasonable bonuses when the SLAs are exceeded and/or penalties when the SLAs are not met.

- (b) **Prices for the contract renewal years.** It will be the responsibility of the contractor to request a price increase, if any, by April 1st of each year of the Contract.. Any price increase not received by that time, will not be considered and pricing in the subsequent year will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index ("CPI") for "All Urban Consumers" as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the contract year ends June 30, 2013, the price index for twelve-month period ending December 2012 will be used. Statistics will be referenced as a **cap** for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals. As well, increases are not cumulative for prior years; if a contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by MEEC will take effect on July 1st of each year.

END OF SECTION 3, ARTICLE 3

SECTION 4 EVALUATION AND SELECTION PROCEDURES

1. Evaluation and Selection Committee

All contractors' proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

2. Evaluation Procedure

2.1 Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. MEEC/USM reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by MEEC/USM.

The intent of this RFP is to provide Help Desk Services Vendors an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of MEEC members. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with MEEC's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

2.2 Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal(s) is (are) most advantageous to MEEC. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion. Factors are listed in order of importance.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the MEEC/University's best interest.

2.2.1 Initial Technical Evaluation

An evaluation of the Initial Technical Proposals will be conducted by the MEEC/University's Evaluation and Selection Committee. The order of importance of the technical criteria is as follows:

- 1) Approach to Contract/Questionnaire Plan;
- 2) Staffing of the Contract/Key Personnel
- 3) Firm Experience
- 4) Firm Profile

Firms will be ranked. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Initial Technical Proposals and will not progress further in the procurement. A short list will be developed based on the initial technical evaluation results. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of his/her firm's technical proposal. Only shortlisted firms will advance in the procurement process.

2.2.2 Second Phase Technical Evaluation

Based on the selection committee's initial review of proposals, MEEC/USM intends to invite, without cost to itself, the short listed firms to make a presentation of their proposal and to demonstrate their capabilities and expertise, including possibly auditions or site visits, as a further consideration in the selection process. Additional written information may also be requested during this phase. Only those contractors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process. Following the Oral Presentation/Discussion/Audition Sessions held with the short listed firms, a **Second Phase Technical Evaluation** will be conducted. The order of importance of the technical criteria will remain the same with the Transitional Plan/Schedule, Financial Statements (if requested), references for the Key Personnel and the Firm incorporated into the appropriate criteria; that is, the order of importance will remain as follows:

- 1) Approach to Contract/Questionnaire/ Plan;
- 2) Staffing of the Contract/Key Personnel/Key Personnel References
- 3) Firm Experience/Firm References
- 4) Firm Profile

In the Second Technical Evaluation, all information provided by the Proposer in the Technical Proposal will be re-evaluated based on the written submittals and the Oral Presentation/Discussion Session. MEEC/USM will establish a ranking of technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores. A second shortlist may result from this evaluation. Upon completion of the second phase technical evaluation, all proposers will be notified as to the results of the second phase technical evaluation of his/her firm's technical proposal.

2.3 Price Proposal Phase:

Upon completion of the Second Phase Technical Evaluation, **only** those firms whose technical proposals remain short listed will be requested via an addendum to submit a **Price Proposal**. The due date and time for price proposals is anticipated to be **July 13, 2009 at 4:00 p.m.**

It is the intent of MEEC/USM that the Price Proposal will consist of quoting unit prices (Hourly rates for key staff, per contact, per agent, monthly fixed costs to cover fixed expenses, etc.). A sample Price Proposal form is provided in Appendix B, however, it is anticipated that this form will evolve as the procurement progresses.

2.3.1 Price Evaluation

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the unit costs quoted for the initial term of the contract. (It is expected that as the procurement advances, the particulars of the required price proposal format will evolve.)

MEEC/USM may elect to request Best & Final Price Proposal(s).

MEEC/USM will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

3. Discussions. MEEC/USM reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit MEEC/USM and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the MEEC/USM and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

4. Best and Final Offers. When in the best interest of the MEEC/USM and the State, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

5. Final Ranking and Selection

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to MEEC/USM and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to MEEC/USM.

The MEEC/University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The MEEC/University reserves the right to make an award with or without negotiations.

END OF SECTION 4

SECTION 5

TERMS AND CONDITIONS OF THE PROPOSAL

5.1 Contractor's/Proposer's Responsibility.

Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded. MEEC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the primary Contractor and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor of liability under this contract.

5.2 General Requirement.

Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide tabs to separate responses to the technical criteria.

5.3 Receipt of Proposals.

Proposals will not be opened publicly; nor, can the identity of Proposers (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award.

5.4 Duration of Offers.

Proposals (Technical Proposal and, if applicable, Price Proposal) submitted in response to this solicitation are irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the vendor and the MEEC.

5.5 Rejection or Acceptance of Proposals.

The MEEC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of MEEC. Further, MEEC reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or Proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. MEEC reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

5.6 Cancellation of the RFP.

MEEC may cancel this RFP, in whole or in part, at any time.

5.7 Incurred Expenses.

Neither MEEC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.

5.8 Payment.

The State of Maryland usually provides payments on a net 30 day basis for MEEC member approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by MEEC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

5.9 Electronic Funds Transfer (“EFT”).

By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the Comptroller’s Office (not to UMUC or MEEC). Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

5.10 Procurement Regulations.

This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at <http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

5.11 Confidentiality.

An Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification 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. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer’s position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

5.12 Oral Presentation /Discussion Sessions.

Contractors who submit proposals will be required to make individual presentations to the MEEC representatives in order to clarify their proposals. Proposers will be contacted by the Issuing Office accordingly. (See Section 3, Article 2, for further information.).

5.13 Evaluation of Offers.

Contract Award will be made to the responsible offeror(s) whose proposal best meets the needs of MEEC members as determined by the Procurement Officer. All proposals will be evaluated by a MEEC evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the Procurement Officer to the contractor(s) whose proposal(s) is/are determined to be the most advantageous to the MEEC members. All offerors will be notified of the award selection.

5.14 Proposal Affidavit and Certifications.

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as **Appendix A** of the RFP.

5.15 Economy Of Preparation.

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

5.16 Multiple Proposals.

Contractors may not submit more than one proposal.

5.17 Alternate Solution Proposals.

Contractors may not submit an alternate to the solution given in this RFP.

5.18 Telegraphic/Facsimile Proposal Modifications.

Contractors may modify their proposals by telegraphic, e-mail, or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the State issuing agency prior to such time and, provided further, the State agency is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the State agency until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

5.19 Contractor Responsibilities and Use of Subcontractors

MEEC shall enter into contractual agreement with the selected offering contractor(s) only. The selected contractor(s) shall be responsible for all products and/or services required by this RFP. MEEC will consider proposals that reflect primary and secondary service providers or prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. MEEC's intent is not to direct the use of any particular subcontractor, however, the contractor will not contract with any such proposed person or entity to whom MEEC or the MEEC member has a reasonable objection. Notification of such objection will be made by MEEC within 15 days of master contract or the TORP. The contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the contractor of liability.

5.20 Public Information Act.

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement,). Failure to comply may result in rejection of your proposal.

5.21 Access to Contractor Records for Quality Assurance and Auditing Purposes.

The Contractor and its principal subcontractors must provide access to pertinent records by MEEC and/or University personnel or its representatives (including internal auditors, external auditors, representatives, or agents) to provide quality assurance and auditing.

5.22 Arrearages.

By submitting a response to this solicitation, a contractor shall be deemed to represent 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.

5.23 Taxes.

MEEC members may be exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided 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, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

5.24 RFP Response Materials.

All written materials submitted in response to this RFP become the property of MEEC/USM and may be appended to any formal documentation, which would further define or expand the contractual relationship between MEEC and the successful contractor(s).

5.25 Debriefing of Unsuccessful Offerors.

Unsuccessful proposers ("Offerors") may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time after the recommendation of the award has been determined.

The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

5.26 Maryland Public Ethics Law, Title 15.

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the web site ethics.gov.state.md.us. The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the contractor or any State of Maryland employee in connection with this procurement.

5.27 Assistance in Drafting.

Under the State Government Article § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the web site ethics.gov.state.md.us.

END OF SECTION 00500

APPENDIX A
TECHNICAL PROPOSAL FORMS

QUESTIONNAIRE OF SERVICES TO BE PROVIDED
IN ACCORDANCE WITH THE SCOPE OF WORK
MEEC HELP DESK SERVICES - RFP 90809

Please respond to each of the following items and describe in detail “how” your firm will meet these requirements as provided in the scope of work.

1. Describe in detail the proposed solutions your firm is capable of building for MEEC members. Where will the center(s) be located that provide functional and/or technical support?
2. How do the proposed solutions accommodate different interaction opportunities (phone, chat, email)?
3. Do the proposed solution(s) address full ADA and 508 compliance? Specifically, how does your firm handle calls from a TTD/TTY user?
4. How would your firm propose tickets/call flow from Level 1 to Level 2? How would your firm connect a call from your help desk to a Level 2 agent outside of your firm?
5. Please explain how your firm is planning to staff and manage the help desk during requested hours by MEEC members. What kinds of staffing will the MEEC member need to provide during off hours?
6. Describe the shifts that your firm is capable of staffing. How will peak periods such as at the beginning of the term and finals week be handled? Include an example of non-peak and peak staffing schedules.
7. Describe your firm's in-house technology and technical support. What is your firm's philosophy regarding technical support for your internal staff and equipment as well as redundancy of operations to ensure minimal disruptions in providing service?
8. Describe your firm's emergency contingency plans to quickly resume service in case of inclement weather, natural disasters, evacuations, etc. (Refer to Section 2)
9. Describe your firm's training plan for Level 1 and Level 2 Support Staff that will assist in meeting the required Service Level Agreements (SLA's).
10. What quality assurance procedures are used to assess ongoing competency of the Level 1 and Level 2 Support Staff? How are Level 1 and Level 2 support staff monitored and reviewed for quality assurance?
11. Describe your company's requirements for Level 1 and Level 2 Support Staff to receive training on a variety of products, i.e. webinar, on-site, train-the-trainer, etc.
12. Describe your firm's familiarity with providing support with a variety of applications (See matrix in Section 2 of sample applications that may require support).

13. Describe the escalation of issues that cannot be resolved at the Level 1 support staff level within your company. Describe what templates will be provided to the MEEC member for developing scripts for each modality.
14. Describe your firm's experience in providing Level 1 and/or Level 2 support for custom applications. How does your firm train the staff on these applications?
15. Describe and provide examples of summary reports provided by your firms for per day, week, month, terms, year and ad hoc:
 - Time to resolution
 - Call origination - Chat, phone
 - Use of web tutorials, FAQ's, Knowledge Base
 - Type of user - faculty, student, prospective students, staff
 - Content of information requested
 - Time of call
16. What tool does your firm use to track calls, chats, emails and resolutions? What are the benefits to using your system over a MEEC member supported trouble-ticketing system? (*example pro/cons of each, please also include cost impacts*) If the MEEC member would require the use of it's trouble-ticketing systems how would your firm's tool interface with the MEEC member's system and how does that change your processes? Do you recommend dynamic interface or batch interface?
17. Contractor and contractor's staff will be dealing with sensitive and personal data. Please describe measure your company takes to ensure confidentiality and security in dealing with personal data.
18. What experience does your firm have in assisting clients to develop Level 0 support? Please provide examples, such as self-help web pages and bots.
19. Please provide a narrative on how your firm will approach the use of Maryland State Certified Minority Business Enterprises. For what services would your firm seek qualified MBE's? What would your firm recommend as a realistic goal (by % of dollars of the contract) for MBE participation? What history of meeting MBE goals has your firm had on other contracts and what results were achieved? Provide a list of your MBE partners on prior contracts.

Note: MBE's must be certified by the Maryland Department of Transportation (MDOT) and must not be graduated for the applicable SIC or NAIC code.
20. Describe your firm's experience in evaluating the current status of Help Desks and providing recommendations and suggestions to improve efficiencies.
21. How does your firm handle the start-up of a help desk for a first-time client. What assumptions do you have about MEEC member's participation in this process? Who on your team will manage such efforts?

22. Clearly state any services that will be or potentially could be out-sourced services. If these are outsourced, who will the provider be of the service? How will the MEEC member interact with any outsourced service providers?
23. Provide examples of periodic surveys used for students, faculty and staff for first time to resolution and customer satisfaction results. How does your firm build a client's Knowledge Base and then maintain that base?
24. Describe how your firm assures quality in help desk services delivery and what quality assurance practices and/or quality assurance standard review processes your firm has in place.
25. Provide a narrative as to how your firm intends to become a strategic partner of a MEEC member that may utilize your services. Please elaborate on this area specifically addressing how communication will flow between your firm and the MEEC member; how upper management of your firm and MEEC will be kept apprised of activities; how continual review of processes and recommendations for efficiencies will be achieved, etc.

END OF THE QUESTIONNAIRE

CONTRACTOR FIRM EXPERIENCE

The Proposer is to provide four (4) contracts that he/she deems the most similar or relevant to potential MEEC member's Help Desk Services contract. Two (2) of these must be for educational help desk services. Experience should demonstrate experience in applications similar to higher education environment. (See Section 2 for information to be provided).

1. Client Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: (____)_____ Extension No. _____

Description of help desk services performed (be clear and specific)

Applications for which help desk services are
provided: _____

Are any of the above custom applications? If so, which ones and explain the
customization: _____

Types of Contacts: _____Phone _____Voice Mail _____eMail _____Chat _____Survey
_____Other: _____

Number of Contacts handled per month: _____

Days of Week Help Desk is operated: _____

Hours of operations/Shifts operated (Give Start time and end time for each applicable shift on each day of the week, and number of assigned Staff):

M, T, W, Th, F:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Saturday:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Sunday:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Term of the Contract for the services provided; if on going, please state:

Annual Dollar Volume of Sales for the Contract (if confidential, please note a range such as “between \$500k and \$1M):

Price Structure of the Contract: (i.e. per contact; per user; per agent seat; fixed management monthly fee, etc._____

Name of Account Manager and Operations Manager and Executive-In-Charge:

Executive in Charge: _____

Account Manager _____

Operations Manager _____

Similarities to the MEEC Help Desk Services scope of engagement:

2. Client Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: (____)_____ Extension No. _____

Description of help desk services performed (be clear and specific)

Applications for which help desk services are

provided: _____

Are any of the above custom applications? If so, which ones and explain the

customization: _____

Types of Contacts: _____ Phone _____ Voice Mail _____ eMail _____ Chat _____ Survey

_____ Other: _____

Number of Contacts handled per month: _____

Days of Week Help Desk is operated: _____

Hours of operations/Shifts operated (Give Start time and end time for each applicable shift on each day of the week, and number of assigned Staff):

M, T, W, Th, F:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Saturday:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Sunday:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Term of the Contract for the services provided; if on going, please state:

Annual Dollar Volume of Sales for the Contract (if confidential, please note a range such as “between \$500k and \$1M):

Price Structure of the Contract: (i.e. per contact; per user; per agent seat; fixed management monthly fee, etc._____

Name of Account Manager and Operations Manager and Executive-In-Charge:

Executive in Charge: _____

Account Manager _____

Operations Manager _____

Similarities to the MEEC Help Desk Services scope of engagement:

3. Client Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: (____)_____ Extension No. _____

Description of help desk services performed (be clear and specific)

Applications for which help desk services are

provided: _____

Are any of the above custom applications? If so, which ones and explain the

customization: _____

Types of Contacts: _____Phone _____Voice Mail _____eMail _____Chat _____Survey

_____Other: _____

Number of Contacts handled per month: _____

Days of Week Help Desk is operated: _____

Hours of operations/Shifts operated (Give Start time and end time for each applicable shift on each day of the week, and number of assigned Staff):

M, T, W, Th, F:

First Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____
Second Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____
Third Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____

Saturday:

First Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____
Second Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____
Third Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____

Sunday:

First Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____
Second Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____
Third Shift Start: _____ End: _____
No. of Level 1 Staff _____ No. of Management Staff _____

Term of the Contract for the services provided; if on going, please state:

Annual Dollar Volume of Sales for the Contract (if confidential, please note a range such as “between \$500k and \$1M):

Price Structure of the Contract: (i.e. per contact; per user; per agent seat; fixed management monthly fee, etc. _____

Name of Account Manager and Operations Manager and Executive-In-Charge:

Executive in Charge: _____

Account Manager _____

Operations Manager _____

Similarities to the MEEC Help Desk Services scope of engagement:

4. Client Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: (____)_____ Extension No. _____

Description of help desk services performed (be clear and specific)

Applications for which help desk services are

provided: _____

Are any of the above custom applications? If so, which ones and explain the

customization: _____

Types of Contacts: _____Phone _____Voice Mail _____eMail _____Chat _____Survey

_____Other: _____

Number of Contacts handled per month: _____

Days of Week Help Desk is operated: _____

Hours of operations/Shifts operated (Give Start time and end time for each applicable shift on each day of the week, and number of assigned Staff):

M, T, W, Th, F:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Saturday:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Sunday:

First Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Second Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Third Shift Start: _____ End:_____

No. of Level 1 Staff_____ No. of Management Staff _____

Term of the Contract for the services provided; if on going, please state:

Annual Dollar Volume of Sales for the Contract (if confidential, please note a range such as “between \$500k and \$1M):

Price Structure of the Contract: (i.e. per contact; per user; per agent seat; fixed management monthly fee, etc._____

Name of Account Manager and Operations Manager and Executive-In-Charge:

Executive in Charge:_____

Account Manager_____

Operations Manager_____

Similarities to the MEEC Help Desk Services scope of engagement:

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d), above;

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

(g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows:

(indicate reasons why the 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):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds 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):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows

(you must indicate the reasons why the affirmations cannot be given without qualification);

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price 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.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters in contracts, leases, or other agreements with the State of Maryland, including it agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate for in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs and alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace,
- (ii) The business' policy of maintaining a drug and alcohol free workplace,
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above;

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

(i) Abide by the terms of the statement, and

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

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

(j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.

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

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

M. ACKNOWLEDGMENT

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 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 right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

Company Name: _____

FEIN No: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 90809

TECHNICAL PROPOSAL DUE DATE: June 10, 2009 AT 4:00 P.M.

RFP FOR: MEEC HELP DESK SERVICES

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Name Printed

Title

Date

END OF FORM

APPENDIX B
SAMPLE PRICE PROPOSAL FORM

PROPOSAL NO.: RFP 90809
PRICE PROPOSAL DUE DATE: _____, 2009, AT 4:00 P.M.
PROPOSAL FOR: MEEC Help Desk Services
PROPOSER: _____
Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Valerie Rolandelli
University of Maryland University College
Office of the CFO and Vice President for Administration
3501 University Blvd. East, Room ICC-3120
Adelphi, MD 20783-8002

Dear Ms. Rolandelli:

The undersigned hereby submits the Price Proposal as set forth in RFP # 90809 dated 05/15/09 and the following subsequent addenda:

Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as MEEC/USM cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by MEEC/USM may not be withdrawn by the contractor.

Attach a list of unit prices for:

1. Hourly Rate for Start Up Fees:

This setup fee is to include the help desk management's time, the development of the work plan for the implementation of all three help desks, the training of the Level 1 and/or Level 2 Support Staff, the setup and customization of the systems, the creation of policies and procedures, and any and all of the necessary tasks, equipment, and other resources that are needed to be accomplished to ensure successful and timely startup by the required date.

B. Applicable Software License Fees: (Proposers are to list all software licenses and quote a fixed fee for each of these. Proposers are also to advise if these fees are a) one-time flat fees for the entire term of the contract or if these fees are applicable on an annual basis. If the fees are applicable on annual basis quotes are to be provided for the initial 12 months of the contract.

C. Prices for the contract renewal years: We have read and confirm that we understand Section 3, Article 3- Price Proposals, Item 1b regarding price increases for the potential five additional years. Quoted maximum annual increase: _____%

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than financial.

We understand that the MEEC/University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Account Manager, Operations Manager and Executive-In-Charge and other Key People named within our Technical Proposal will be assigned to the MEEC Contract for the duration of this project. We understand that no changes in these assignments will be allowed without written authorization from the MEEC/University via contract amendment prior to such changes being made.

Enclosure: Name, Title, Role on Project, and Hourly Rate of Personnel to be attached (for start up and for normal operations)
Attachment A and Attachment B - MBE Forms

(Signatures should be placed on following page.)

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____
SIGNED _____
PRINTED NAME _____
TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS _____

In Presence of Witness: _____

TELEPHONE NO. _____

_____ as to

BY _____
(Partner)

_____ as to

Printed Name: _____

BY _____
(Partner)

_____ as to

Printed Name: _____
BY _____
(Partner)

C. CORPORATION

(Name of Corporation)
ADDRESS _____

Attest:

TELEPHONE NO. _____

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: _____

Signature of Officer and Title

Printed Name

Title

Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT

*******EFFECTIVE OCTOBER 1, 2004*******

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted to Solicitation No. 90809, I Affirm the Following:

1. I acknowledge the Overall certified Minority Business Enterprise (MBE) Participation goal of ____ percent and, if specified in the solicitation, sub goals of ____ percent for MBEs classified as African American-owned and ____percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of ____ % and request a waiver of the remainder of the goal.

Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

2. I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule with bid or proposal.
3. I understand that if I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.211.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance State (Attachment C)
 - (b) Subcontractor Project Participation Statement (Attachment D)
 - (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore, not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment B
MBE Participation Schedule
(for submission with bid or proposal)
*******EFFECTIVE OCTOBER 1, 2004*******

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ % \$ _____

Document Prepared By: (please print or type)

Name: _____ Title: _____

Attachment B, continued

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

MEEC Desk Services - RFP 90809

Proposer: _____

Name (If unknown, please put TBD) **If subcontractor, please note.	Job Title	Number of Staff in this Job Title	Hourly Rate
Executive Management			\$
Account Management			\$
Team/Shift Leaders			\$
Level 1 Support Staff			\$
Trainer			\$
Technical Staff			\$
Other*:			\$
Other*:			\$
Other*:			\$
Other*:			\$

*The Proposer is to list other positions/subcontractors.

**** Subcontractors: If a Proposing firm will be utilizing subcontractors for any services, this should be indicated by the name of the subcontractor (if known); otherwise by saying "Subcontractor TBD".**

Price per contact: \$_____/contact (range may be provided)

Price per user for call tracking system: \$_____/user

APPENDIX C

Professional Services Agreement

Attached are the Mandatory Terms and Conditions of the Contract
The actual contract will be issued via addendum to the shortlisted firms

**UNIVERSITY SYSTEM OF MARYLAND PROCUREMENT POLICIES AND PROCEDURES
MANDATORY CONTRACT TERMS AND CONDITIONS FOR CONTRACTS OVER \$100,000**

1. Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

2. Disputes

This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

3. Maryland Law Prevails

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

4. Non-Discrimination in Employment

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

5. Contingent Fee Prohibition

The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect, or engineer, to solicit or secure this Contract, and that it, has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

6. 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 clause 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.

7. Termination for Default

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor

fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures.

8. Termination for Convenience

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

9. Delays and Extensions of Time

The Contractor agrees to prosecute 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.

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.

10. Modifications

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

11. 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 may determine to be appropriate for the convenience of the University.

12. Pre-existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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.

13. Payment of State Obligations

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

14. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every 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.

15. Political Contribution Disclosure

The Contractor shall comply with Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

- a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
- b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

16. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, 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.

17. Compliance with Laws

The Contractor hereby represents and warrants that:

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

18. Cost and Price Certification

The Contractor by submitting cost or price information 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.

19. Intellectual Property

- a. Neither party may use the other party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.
- b. Contractor agrees to defend upon request and indemnify and hold harmless MEEC and the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

20. Confidential Information

- a. Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University's Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University to Contractor, including without limitation information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.
- b. Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- c. Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.
- d. Contractor acknowledges and understands that MEEC/University is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Contractor agrees that it shall be obligated to protect the confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as MEEC/University would be obligated if the Confidential Information was in the possession or control of MEEC/University. For the purpose of this Contract, Contractor shall follow and be bound by the interpretation and application that the University gives to the Privacy Laws. If Contractor complies with the University's interpretation and application of the Privacy Laws, then the University shall have no cause of action against Contractor under this Contract if Contractor's actions concerning the Confidential Information are found to be in violation of the Privacy Laws.
- e. Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow MEEC/University reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.
- f. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

g. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article VI shall be a material breach of this Contract.

h. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Office of Legal Affairs
University of Maryland University College
3501 University Boulevard East
Adelphi, MD 20783

i. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

j. All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

21. **Ethics** - This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any University employee/MEEC member in connection with this Agreement.

22. **INTELLECTUAL PROPERTY**

22.1. Neither party may use the other party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.

22.2. Contractor agrees to defend upon request and indemnify and hold harmless the MEEC member, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment, Work, or services under this Contract.

22.3 The buying MEEC member grants to Contractor a royalty-free, non-exclusive, non-transferable, revocable license to use the MEEC member's name, logos, and other identifying symbols for the limited purposes of this Contract, provided Contractor is acting in accordance with instructions provided by the University. Such use will be in accordance with the approved MEEC Member's Identity Guide (if one exists) that will be provided to the Contractor by the MEEC Member.

22.4. In the event that Contractor hosts a web site or web page for the benefit of the Buying MEEC Member and/or its users, it shall clearly identify the page(s) and/or site(s) as such and include a privacy policy statement.

23. DISTRIBUTION OF RISK

23.1. Contractor shall maintain in full force and effect adequate insurance coverage per Section ____ of the Agreement to protect against the risks associated with the performance of Services under this Contract.

23.2 Contractor shall indemnify and hold harmless the MEEC Member, the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. The MEEC Member agrees to notify Contractor promptly of any known liabilities, claims, or demands against the MEEC Member for which Contractor is responsible hereunder, and Contractor agrees to at MEEC Member's request defend the MEEC Member, University or settle any such liabilities, claims, or demands.

23.3 Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

24.0 WORK PRODUCT

24.1. Contractor shall complete all reports, documentations, and presentations required by the MEEC Member and other reports set forth in the solicitation.

24.2. Contractor agrees that all research, notes, data, computations, estimates, software, reports, other documents and/or work product that are specifically developed or produced by Contractor for MEEC Member under this Contract (the "Work") shall be the sole and exclusive property of the University. Upon the University's request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.

24.3. Notwithstanding the terms of Paragraph ____, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools including software tools developed for use by all or some of its other clients) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

24.4. Contractor and MEEC/University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to MEEC/University, its successors, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

24.5. Contractor agrees to execute all documents and to perform such other proper acts as MEEC/University may deem necessary to secure for University the rights in the Work.

24.6. In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(2) Except as validly contested, the Contractor 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated _____, 2003, 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: _____

APPENDIX D
ELECTRONIC FUND TRANSFER SCHEDULE

APPENDIX D
SCHEDULE EFT
Payments to Contractors by Electronic Funds Transfer (EFT)

If the annual dollar value of this contract will exceed \$500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by EFT. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Contractor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:

<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>

APPENDIX E
MINORITY BUSINESS ENTERPRISE INFORMATION

**EXHIBIT TO SOLICITATION
STATE OF MARYLAND
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUB GOALS

☐ A MBE subcontract participation goal of _____percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

OR

☐ An overall MBE subcontract participation goal of n/a percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

☐ A sub goal of n/a percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.

☐ A sub goal of n/a percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

♦ A bidder or offeror must include with its bid or offer:

(1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

(2) A completed MBE Participation Schedule (Attachment B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment A and Attachment B at with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

♦ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

(1) Outreach Efforts Compliance Statement (**Attachment C**)

(2) Subcontractor Project Participation Statement (**Attachment D**)

(3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with the price proposal) (See Appendix B)
- B. MBE Participation Schedule (must be submitted with the price proposal) (See Appendix B)
- C. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

Attachment C

4. OUTREACH EFFORTS COMPLIANCE Statement

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

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with Bidding Instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs.
4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.
5. ☐ Bidder/Offeror did/did not attend the pre-bid conference.
☐ No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

Attachment D

5. SUBCONTRACTOR PROJECT PARTICIPATION Statement

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

Provided that _____ is awarded the State contract in
Prime Contractor Name
conjunction with Solicitation No. _____, it and _____,
Subcontractor Name
MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall: (describe work)_____

No bonds are required of Subcontractor

The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

By: _____
Name, Title

Date _____

Subcontractor Signature

By: _____
Name, Title

Date _____