

Request for Proposals

Contract Name: ELECTRONIC PROCUREMENT SERVICES

Solicitation Number: 001IT818378



State of Maryland

Department of General Services

NOTICE

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

Small and Minority Business Enterprises are Encouraged to Respond to this Solicitation

Issued: February 2, 2011

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to proposal on this contract, please fax this completed form to: 410-333-5164 (Attention: Donna DiCerbo)

Title: Web-Based Electronic Procurement Services

Solicitation No.: 001IT818378

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

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for proposal/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- ☐ Proposal/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS Section).
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule too slow.
- ☐ Other: _____

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

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND
Request for Proposals

SOLICITATION NO. 001IT818378

WEB-BASED ELECTRONIC PROCUREMENT SERVICES

RFP Issue Date: February 2, 2011

RFP Issuing Office: Department of General Services
Procurement and Logistics Division

Procurement Officer: Donna DiCerbo
Office Phone: 410-767-6056
Fax: 410-333-5164
E-mail: donna.dicerbo@dgs.state.md.us

Proposals are to be sent to: Donna DiCerbo
Procurement Officer
Department of General Services
Procurement & Logistics, Management Support/BPW
301 W. Preston Street, Room M-6-B
Baltimore, MD 21201

Pre-Proposal Conference: February 10, 2011, 1:00 p.m., local time
Department of Health and Mental Hygiene's O'Connor
Building Conference Room, L-1
201 W. Preston St.
Baltimore, MD 21201

Closing Date and Time: March 1, 2011, no later than 3:00 p.m., local time

NOTE

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

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ATTACHMENTS

ATTACHMENT A, STATE'S CONTRACT, is provided with this RFP for informational purposes and is not required at the proposal submission time. The contract shall be executed by the selected Contractor upon notification of contract award.

ATTACHMENT B, THE BID/PROPOSAL AFFIDAVIT, shall be completed and submitted with the Technical Proposal (under separate cover).

ATTACHMENT C, THE CONTRACT AFFIDAVIT, is not required at proposal submission time. It shall be submitted by the selected Contractor at Contract Award time.

ATTACHMENT D, MBE PARTICIPATION INSTRUCTIONS, is provided with this RFP for informational purposes only.

ATTACHMENT D-1, MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT, shall be submitted with the Technical proposal.

ATTACHMENT D-2, MBE OUTREACH EFFORTS COMPLIANCE STATEMENT, shall be submitted by the Recommended Offeror within ten (1) days contract award notification.

ATTACHMENT D-3, MBE PARTICIPATION SCHEDULE, shall be submitted by the Recommended Offeror within ten (1) days contract award notification.

ATTACHMENT D-4, PRIME CONTRACTOR UNPAID MBE INVOICE REPORT, shall be submitted monthly by contract awardee after contract commences.

ATTACHMENT D-5, SUBCONTRACTOR PAYMENT REPORT, shall be submitted monthly by contract awardee after contract commences.

ATTACHMENT E, PRE-PROPOSAL CONFERENCE RESPONSE FORM, It is requested that this form be completed and submitted by those potential Contractors which plan on attending the conference.

ATTACHMENT F, PRICE PROPOSAL FORM, shall be completed and submitted with the Financial Proposal. (Under separate cover)

ATTACHMENT G, - COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. (under separate cover).

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT, shall be completed and submitted with the Technical Proposal.

ATTACHMENT I – LIVING WAGE REQUIREMENTS, is provided with this RFP for informational purposes and is not required at the proposal submission time.

ATTACHMENT J – LIVING WAGE AFFIDAVIT, shall be completed and submitted with the Technical Proposal.

ATTACHMENT K – PROPOSAL BOND, shall be completed and submitted with the Technical Proposal.

ATTACHMENT L – PERFORMANCE BOND, shall be completed and submitted with the Technical Proposal.

ATTACHMENT M – NON-DISCLOSURE AGREEMENT, shall be completed and submitted with the Technical Proposal.

ATTACHMENT N – PROCUREMENT OFFICER’S CHECKLIST, to be completed by Procurement Officer

SECTION 1. GENERAL INFORMATION

REQUEST FOR PROPOSALS

WEB-BASED ELECTRONIC PROCUREMENT SERVICES

1.1 PURPOSE

The purpose of this Request For Proposals (RFP) is to solicit competitive sealed proposals in accordance with the State Finance & Procurement Article, COMAR Title 21 procurement regulations, and the terms and conditions of this RFP to establish a contract with a contractor who will provide an Internet accessible electronic procurement Software as a Service (SAAS) for the State of Maryland, Department of General Services (Department).

It is the desire of the Department to establish this relationship with a service provider that enables Maryland procurement professionals to create process efficiencies that enhance the State's ability to provide goods and services efficiently and effectively, in accordance with the laws and regulations governing procurement in Maryland, at the best value, and that bring the lowest unit prices for purchased goods and services.

Multiple proposals may be submitted, but only as described in the RFP.

1.2 BACKGROUND

The State of Maryland currently uses two electronic systems to generate requisitions, to solicit bids and proposals, and to create contracts/purchase orders. Requisitions and purchase orders are currently created in the Financial Management Information System (FMIS) Advanced Purchasing & Inventory Control System (ADPICS), and solicitations are created, advertised, tabulated, and awarded via eMaryland Marketplace (eMM). Certain information is transferred between the two systems through an interface. eMM is a registered trademark owned by the Department. Payments are made using the FMIS Rstars system. eMM was developed by SAIC and went live on or about August, 2000. Throughout time, the State purchased the eMM code and currently contracts with the firm Deloitte & Touche, who acquired the contract from the firm Bearing Point, to maintain the system. This contract expires on December 31, 2011. It is the intent of the Department to replace the existing Internet-based bidding site with a state-of-the-art SAAS model that has enhanced functionality, is scalable, provides a real-time interface with FMIS and/or Rstars, is user friendly, provides business intelligence, and represents a good value.

The Department is one of several "Control Agencies" in the State of Maryland. "Control Agencies" control the procurement activities for specific categories of spend. The Department controls the categories of Commodities, Facilities Maintenance, Capital Maintenance, Construction, Energy, and Architectural and Engineering (A/E) Services. In addition to controlling the categories specified above, the Department also administers eMM, and, therefore, is taking the lead on this RFP, and will continue administration responsibilities of the service selected.

The State generally awards contracts through Competitive Sealed Bids and Competitive Sealed Proposals. eMM is primarily an on-line system to solicit bids and proposals. By statute, all State

agency solicitations with an estimated value greater than Fifteen Thousand Dollars (\$15,000.00) must be solicited on eMM, with certain exceptions such as emergency procurements. In addition, all local jurisdictions are required to advertise and post an award notice of each solicitation greater than Fifteen Thousand Dollars (\$15,000.00). eMM allows for the electronic submission of bids and proposals and the tabulation of bids only. eMM is the only recognized bidder registration platform for the State and it electronically distributes bid documents to registered vendors whose profile matches the requirement being sought. eMM previously had an eCatalog function that was enabled at go-live. That functionality was terminated in 2006, due to a lack of funding support. eMM has limited reporting capabilities, and archives significant events such as bid due date and time, number of responses, etc.

The 2007 Governor's Transition Report called for an "overhaul" of eMM, citing the lack of an eCatalog function, the lack of audit capabilities on contract purchases, and a need to make the system more user friendly which may facilitate increased small business participation.

In the most recent fiscal year, July 1, 2009 – June 30, 2010, over five thousand two hundred nineteen solicitations (5,219) were posted on eMM. From July 7, 2009, until January 6, 2011, the value of awards reported out of eMM was \$ 2,754,447,611.00.

1.3 GOALS AND OBJECTIVES

The Department desires an Internet accessible service capable of enhanced functionality and technology to support the State's procurement and purchasing business processes. The following are the goals and objectives that the service selected should satisfy;

- a. value maximization;
- b. a reduction in transaction cost;
- c. increased competition that leads to lower prices for purchases;
- d. improved process efficiency;
- e. facilitation of best procurement practices;
- f. increased contract compliance resulting in a reduction of "maverick" spend;
- g. reduced cycle times;
- h. increased transparency;
- i. electronic purchase functionality;
- j. contract administration tools;
- k. dynamic reporting; and
- l. incorporate best practices

It is the desire of the Department that the go-live date of the service would be on or before January 1, 2012.

1.4 FUNDING FOR SERVICE

There is currently no appropriation for the work to be performed, nor is it anticipated that there will be an appropriation. Along with the proposed service, the proposal shall provide an alternative funding model to pay for the services. A vendor registration fee is not desirable, nor does the

Department wish to entertain a sharing of revenues generated with the prospective contractor selected through any fee model. The state is interested in funding this service with a transaction fee assessed on vendors through purchases awarded by DGS and/or other agency contracts. In considering a transaction fee service, the Offeror should be mindful of the value of such a transaction fee and/or propose appropriate caps so as not to jeopardize the value of efficiencies gained through the use of the service. Typically, the annual value of spend resulting from DGS controlled contracts is approximately One hundred Seventy Million Dollars (\$170,000,000.00) annually.

All Offerors shall submit a transaction-based fee funding model as described above that will adequately cover costs to the Department proposed for the service. The cost of the system shall be sufficiently structured to meet revenue expectations. It is not necessary to propose a model that resembles exactly the cost of the system, however, it must reasonably cover the anticipated costs proposed. Excess revenues generated beyond the cost to maintain the system are acceptable. The Department will be responsible for payment of service costs. Offerors may also provide funding alternatives in addition to the transaction fee model, which will be evaluated accordingly. The model selected will be at the discretion of the Department.

The funding model(s) shall be placed in the Financial Volume. The Department does not anticipate making any payments until qualifying transactions occur and revenue is realized as a result of the funding model selected.

1.5 DEPARTMENT PROJECT MANAGER

DGS is issuing this RFP. The Department Project Manager for this contract is:

Michael F. Haifley, CPPO
Department of General Services
Office of Procurement & Logistics
301 W. Preston Street
Room M-10
Baltimore, Maryland 21201
Telephone #: 410-767-4429
Fax #: 410-333-5164
E-mail: Michael.haifley@dgs.state.md.us

DGS may change the Project Manager at any time by written notice to the Contractor. After award, technical direction shall only come from the Project Manager.

1.6 PROCUREMENT OFFICER

The sole point of contact for purposes of this RFP and Procurement is the Procurement Officer at the address listed below:

Donna DiCerbo, CPPO
Department of General Services
Office of Procurement and Logistics
301 W. Preston Street
Room M-10
Baltimore, MD 21201
Telephone #: 410-767-6056
Fax #: 410-333-5164
E-mail: donna.dicerbo@dgs.state.md.us

DGS may change the Procurement Officer at any time by written notice to the Contractor.

1.7 CONTRACT DURATION

The contract resulting from this RFP shall be for a term of Five (5) years, and will commence at the award of the contract, with a unilateral option by the Department to renew for one (1) additional five-year (5 year) term. (10 total years).

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on February 10, 2011 beginning at 1:00 p.m. at the location on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Pre-Proposal Conference will be summarized. As promptly as is feasible subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be posted on eMM.

1.9 QUESTIONS

Written questions from prospective Offerors shall be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions shall be answered at the pre-proposal conference. Questions may be submitted by mail, facsimile, or, preferably, by e-mail to the Procurement Officer. As reasonably possible and appropriate, these questions shall be answered at the Pre-Proposal Conference.

All post-conference questions should be submitted in a timely manner to the Procurement Officer only, by the date and time listed on the Key Information Summary Sheet of this RFP. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, shall be distributed to all potential Offerors, who are known

to have received a copy of the RFP. A summary of all questions and answers will be posted on www.eMarylandMarketplace.com.

1.10 PROPOSAL DUE DATE

One (1) unbound original, and six (6) unbound copies of the technical proposal shall be submitted to the Department of General Services, Procurement & Logistics, Management Support/BPW Office 301 W. Preston Street, Room M-6-B, Baltimore, Maryland 21201, Attention: Donna DiCerbo. Electronic responses delivered via eMM will not be accepted. After the evaluation of the technical responses, firms determined to be susceptible for award will be requested to provide a financial proposal.

An electronic version (diskette, CD, or DVD) of the Technical Proposal in MS Word or later format shall be enclosed in the original technical proposal. An electronic version (diskette, CD, or DVD) of the Financial Proposal, including the forms located in Attachment F, shall be provided, if requested. Ensure that the diskettes are labeled with the date, RFP title, RFP number, Contractor's name and packaged with the original copy of the appropriate proposal (technical or financial).

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, proposals arriving after the closing time and date shall not be considered. Proposals delivered by facsimile, eMM or email shall not be considered.

1.11 DURATION OF OFFERS

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

1.12 REVISIONS TO THE RFP

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

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offerors proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in a manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 CANCELLATIONS; DISCUSSIONS

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offeror in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 ORAL PRESENTATION

Offerors will be required to make oral and system presentations to State representatives. Significant representations made by an Offeror during the presentation(s) shall be reduced to writing. All such representations shall become part of the Offerors proposal and are binding if the contract is awarded. Presentations will be part of the evaluation of the technical proposals. See evaluation technical criteria. The Procurement Officer shall notify the Offeror of the time and place of presentations.

1.15 INCURRED EXPENSES

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

1.16 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offerors proposal to meet the requirements of this RFP.

1.17 PROTESTS/DISPUTES

Any protest or dispute related, respectively, to this solicitation or the resulting contract shall be subject to the provisions of the State Finance & Procurement Article, Subtitle 2. Dispute Resolution, Annotated of Maryland, and COMAR 21.10 (Administrative and Civil Remedies.)

1.18 MULTIPLE OR ALTERNATIVE PROPOSALS

For this solicitation, multiple and alternate proposals shall be accepted, but only as described in this RFP.

1.19 ACCESS TO PUBLIC RECORDS ACT NOTICE

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

This information is to be placed after the Title Page and before the Table of Contents in the Offerors Technical Proposal, and if applicable, also in its' Financial Proposal. Contractors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01.)

1.20 OFFEROR'S RESPONSIBILITIES

The State shall enter into a contractual agreement with the selected Offeror only. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included.

1.21 MANDATORY CONTRACTUAL TERMS

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

1.22 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it shall be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.23 BID/PROPOSAL AFFIDAVIT

Proposals submitted by Offerors shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 CONTRACT AFFIDAVIT

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

1.25 MINORITY BUSINESS ENTERPRISES (MBE)

NOTICE: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

A minority business enterprise subcontractor participation goal of 25 % has been established for this solicitation. The contractor shall structure its awards of subcontractors under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, and P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBE's is available via this web site.

If an Offeror fails to submit and include Attachment D-1 in the Technical Proposal, the Procurement Officer may deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.

1.26 ARREARAGES

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

1.27 PROCUREMENT METHOD

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

1.28 CONTRACT TYPE

The contract resulting from this solicitation shall be a Fixed Price Contract in accordance with COMAR 21.06.03.02.

1.29 ELECTRONIC FUNDS TRANSFER

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

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

1.30 FALSE STATEMENTS

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

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

1.31 COMMERCIAL NONDISCRIMINATION

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

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

1.32 PERFORMANCE BOND COMAR 21.06.07.10.A.)

BONDING REQUIREMENTS

The successful Contractor shall furnish a Performance Bond in the amount of \$200,000.

A. Acceptable security for performance bonds shall be limited to:

- 1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- 2) A bank certified check, bank cashier's check, bank treasurer's check, cash or trust account;
- 3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

- 4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer; or
 - 5) The grant of a mortgage or Deed or Trust on real property located in the State.
 - a) When satisfactory to the Procurement Officer.
 - b) When the face amount does not exceed 75% of the Contractor's equity interest.
 - c) The assignment is appropriately recorded in the land records of the county in which the property is located.
- B. Sample of the bond is enclosed for informational purposes. The recommended Offeror will be advised to execute the bond.
- C. BONDING ASSISTANCE:

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFA's exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the State's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, MD 21202
Phone: 410-333-427
Fax: 410-333-6931

1.33 CONFLICT OF INTEREST

Potential Contractor's should be aware that the State Ethics Law, State Government Article, Section 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. The Conflict of Interest Affidavit Attachment H shall be completed and submitted with Offeror's Technical Proposal(s).

1.34 EMARYLAND MARKETPLACE

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the Department's web site (www.dgs.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a Contract award, an Offeror must be registered on eMM.

1.35 LIVING WAGE REQUIREMENT (Attachment I and J)

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled ***Living Wage Requirements for Service Contracts*** (Attachment I). If the Offeror fails to complete and submit the required Living Wage Affidavit agreement, (Attachment J) the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage

1.36 PROMPT PAYMENT REQUIREMENT

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in §26 of the Agreement. Specifically,

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

- 1.1. Not process further payments to the contractor until payment to the subcontractor is verified;

- 1.2. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

- 1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

- 1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or

- 1.5. Take other or further actions as appropriate to resolve the withheld payment.

2. An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

- 3.1. Affect the rights of the contracting parties under any other provision of law;

- 3.2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or

- 3.3. Result in liability against or prejudice the rights of the Agency.

4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

- 5.1. Verify that the certified MBEs listed in the MBE participation schedule actually are

performing work and receiving compensation as set forth in the MBE participation schedule.

5.2. This verification may include, as appropriate:

5.2.1. Inspecting any relevant records of the contractor;

5.2.2. Inspecting the jobsite; and

5.2.3. Interviewing subcontractors and workers.

5.2.4. Verification shall include a review of:

5.2.4.1. The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

5.3. If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.

5.3.1. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

5.4. If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

5.4.1. Terminate the contract;

5.4.2. Refer the matter to the Office of the Attorney General for appropriate action; or

5.4.3. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

5.5. Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

The Agency shall monitor compliance with the above-mentioned contractual terms, and shall take appropriate actions to remedy noncompliance. The Agency also shall take the actions required under COMAR 21.11.03.13 to verify that certified MBEs listed in the MBE participation schedule are actually performing work and receiving compensation as set forth in the schedule.

Pursuant to COMAR 21.11.03.13D, the Agency is required to prepare a report, upon completion of a project, that: (a) compares the dollar value of the payments actually received by

MBEs with the dollar value of the amount that MBEs were intended to receive under the MBE participation goal; and (b) explains the discrepancy.

Additional information is available on the Governor's Office of Minority Affairs (GOMA) website at: http://www.oma.state.md.us/documents/PROMPTPAYMENTFAQs_000.pdf

1.37 PROPOSAL BOND

Each Offeror must submit with its proposal, a Proposal Bond in the amount of Fifty Thousand Dollars (\$50,000.00) to guarantee for one hundred eighty (180) days after the Due Date for Receipt of Proposals the availability of the equipment and services at the offered price. The Bond shall be in the form provided in Attachment K – Proposal Bond Form and underwritten by a surety company authorized to do business in the State and subject to approval by DoIT, or other acceptable security for as described in COMAR 21.06.07. A certified check or cashier's check payable to DoIT may also serve as a Proposal Bond.

Offerors may request a release of the Bond after the date of Contract award in return for a release signed by the Offeror and accepted by DoIT.

1.38 NON-VISUAL ACCESS

A. Except as provided in §B of this regulation, the following clause is a mandatory provision for each invitation for bid under COMAR 21.05.02 or request for proposals under COMAR 21.05.03 for the purchase of new or upgraded information technology:

"The bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent.

"For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output."

B. The nonvisual access clause is not required if the procurement officer makes a determination that:

(1) The information technology is not available with nonvisual access because the essential elements of the information technology are visual and nonvisual equivalence cannot be developed; or

(2) The cost of modifying the information technology for compatibility with software and hardware used for nonvisual access would increase the cost of the procurement by more than 5 percent.

C. The procurement officer may request such documentation as is reasonably necessary to implement this regulation.

SECTION 2. SCOPE OF WORK

It is envisioned that the successful Offeror shall provide an Internet-based service through which the State may, at a minimum, advertise products, services, and other similar solicitations to fulfill the State's requirements; and to capture and evaluate responses, transact sales through eCatalogs, capture relevant data for all transactions and other functions as described below in section 2.1. Responses to this RFP shall also specifically address how the offer satisfies the goals and objectives described in Section 1.3.

2.1 Base Proposal, Technical Volume IA.

- a. capture of pertinent transaction, process, and vendor data;
- b. both hosted and punch-out eCatalog capabilities with P-Card payment functionality;
- c. on-line vendor registration process;
- d. dynamic reporting/query capabilities that provides buyers and procurement managers business intelligence to make informed procurement and purchase decisions;
- e. searchable contract database;
- f. real-time interface with the disparate financial systems;
- g. security and confidentiality of data;
- h. the State's use of multiple procurement methods, electronic vendor notification and solicitation of requirements;
- i. ability to use the NIGP commodity code and, if necessary, interface it with an older version in FMIS/ADPICS
- j. electronic receipt of bids/offers;
- k. comprehensive evaluation and tabulation tools for solicitation methods, contract award;
- l. transparency and audit trail;
- m. contract visibility and availability;
- n. usage tracking;
- o. electronic contract ordering;
- p. spend capture from all transactions
- q. procurement authorization and audit documentation;
- r. links to supplier sites;
- s. reporting;
- t. secure hosting and system access;
- u. maintenance and support;
- v. end-to-end network services between service provider's data center to users via an internet connection and disaster recovery/business continuity.

2.1.1 Also required would be the set-up, training of administrators and end-users, technical and help-desk support.

2.2 Technical Volume IB. If the Offeror so chooses, it may submit multiple proposals in response to this RFP. The first additional proposal shall contain all of the functionality contained in section 21. and shall include to the extent possible all of the functionality listed below in this section 2.2.

- a. independent and complete requisitioning
- b. independent and complete purchase order system
- c. interface to FMIS Rstars of financial data, if purchase requisitioning and purchase order is awarded
- d. electronic billing and invoicing
- e. effective vendor management tools;
- f. contract administration capabilities;
- g. ability to interface with other procurement related systems;
- h. on-line Small Business Reserve (SBR) vendor registration
- i. effective SBR vendor management tools
- j. searchable SBR contract database

2.3 Technical Volume IC. If desired, the Offeror may submit one additional proposal in addition to the two proposals above. This third and final proposal may propose all other functionality the Offeror believes would benefit the State and facilitate the state's ability to better meet the goals and objectives of the RFP.

2.4 Insurance Requirements:

a. A copy of the Offeror's current certificates of insurance with the coverage required by following paragraph (property, casualty and liability), which, at a minimum, should contain the following:

- i. Carrier (name and address)
- ii. Type of insurance
- iii. Amount of coverage
- iv. Period covered by insurance

b. Offeror's Insurance

The Contractor and its subcontractors will purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed on the project. Further, the Contractor will be responsible for the maintenance of this insurance whether the work is performed directly by the Contractor, by any subcontractor, by any person employed by the Contractor or any subcontractor, or by anyone for whose acts the Contractor may be liable. This insurance will include protection for:

- i. Claims arising from Worker's Compensation statutes or similar Employee benefit acts, or third-party legal liability claims arising from Bodily injury, sickness and disease, or death of Offeror's Employees. The minimum limits of such coverage will be as required by law.
- ii. Third-party legal liability claims against the Contractor arising from the operations of the Contractor, subcontractors and suppliers with such protection extended to provide comprehensive coverage, including personal injury, automotive liability and completed

operations. The minimum combined limit for personal injury and property damage liability will be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- iii. Third party legal liability claims arising from bodily injury and/or damage to property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off site, owned by the Contractor. The minimum combined limit for personal injury and property damage liability will be: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- c. General: All insurance required will be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Such insurance will be for limits of liability as specified for the project or legally required, whichever is greater. All required insurance policies other than for motor vehicle insurance will be endorsed to provide forty-five (45) days prior written notice by certified mail, of any material change, cancellation, or non-renewal to:

Procurement and Contracting
Department of General Services
301 West Preston Street, Room M-10
Baltimore, Maryland 21201

Proof of the required insurance will be made by submission to the Department, prior to award of the Contract, of certificates of insurance satisfactory to the Department. All required insurance will be maintained until the State has fully accepted the work required under the Contract. Failure to obtain or to maintain the required insurance or to submit the required proof of insurance will be grounds for possible termination of the Contract for default.

SECTION 3. PROPOSAL FORMAT

3.1 TWO PART SUBMISSION

Offeror shall submit a separate proposal for services proposed in response to this solicitation:

3.1.1. Volume I- Technical Proposal(s), A, B, and C.

3.1.2. Volume II- Financial Proposal(s) A, B, and C.

3.2 PROPOSALS

Volume I- Technical Proposals shall be sealed, separately if submitting multiple proposals, and submitted to the Procurement Officer (address listed on Key Information Summary). An original, so identified, and six (6) copies of each proposal are to be submitted. An electronic version of the Volume I- Technical Proposal(s) in MS Word format shall also be submitted with the unbound original technical volumes, as appropriate. Electronic media may be CD or DVD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

Volume II - Financial Proposals shall be sealed, separately if submitting multiple proposals, and submitted to the Procurement Officer (address listed on Key Information Summary) only if ask for. Only financial proposals submitted from Offerors determined to be susceptible for award will be ask to submit a Financial Volume II. A financial offer may be submitted for each technical offer submitted. An original, so identified, and six (6) copies of each proposal are to be submitted. An electronic version of both the Volume II- Financial Proposal(s) in MS Word format shall also be submitted with the unbound original financial volumes, as appropriate. Electronic media may be CD or DVD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

3.3 SUBMISSION

Each Offeror is required to submit a separate sealed package for each “Volume”, which is to be labeled Volume I.A., I.B., I.C. (as appropriate) - Technical Proposal and, if requested, Volume IIA, B, C (as appropriate) - Financial Proposal. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I.A., I.B., or I.C. or II.A., II.B., or II.C.), the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes shall be consecutively numbered from the beginning (Page 1) to end (Page “x”).

3.4 VOLUME I - TECHNICAL PROPOSAL

Each version of the technical proposals shall be submitted in separate sealed packages. Each section of each version shall be separated by a Tab as detailed below. Some tabs will be required for all Technical versions, A, B, or C, while some are only to be included in the version specified below.

3.4.1. TAB A. TRANSMITTAL LETTER

Version A - A transmittal letter shall accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The letter should contain:

- a. Name & Address of Offeror
- b. Name, Title, Telephone and Facsimile Number of Contact for Offeror
- c. Statement that proposal is in response to Solicitation
- d. Signature, Typed Name and Title of individual authorized to commit Offeror to proposal
- e. Federal Employer Identification Number of the Offeror, or, if a single individual, a Social Security Number
- f. Acknowledgement of all Addenda to this RFP
- g. Identify if your company is registered as a Small Business and/or Minority Business in the State of Maryland

3.4.2. TAB B. TITLE AND TABLE OF CONTENTS

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

Proposal. The reason for each claim of confidentiality shall be included. Statements such as “all materials are confidential” are not acceptable and those sections referenced will not be construed to be confidential.

3.4.3. TAB C. EXECUTIVE SUMMARY

Versions A, B, and C - The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary”. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning:** Exceptions to term and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the State terms and conditions, the Executive Summary should so state.

3.4.4 TAB D KEY PERSONNEL ASSIGNED TO THIS REQUIREMENT

Versions A, B, and C - The Offeror shall demonstrate adequate professional staff and depth of experience to perform all items in the Scope of Work. Offeror shall provide an organizational chart identifying names and titles of key team members that will perform these services. Include resume of each key team member identified on the organization chart, describing relevant experience and years of experience.

3.4.5. TAB E. PRIOR EXPERIENCE, CAPABILITIES AND EXPERTISE

- a. **Version A** -Offeror shall provide information regarding its background and experience relating to the services, as specified in Section 2 of this RFP. Company background information must include the following:
 - (i) The number of years the company has been in business.
 - (ii) Company ownership (e.g., public company, partnership, or subsidiary).
 - (iii) Company’s office locations.
- b. **Versions A, B, and C** - Evidence of prior experience shall include:
 - (i) Offeror’s experience conducting procurement services as described on behalf of at least three public sector clients of similar size.
 - (ii) Provide a list of all eprocurement service related customers within the past three (3) years.

3.4.6. TAB F. TECHNICAL APPROACH

- (i) Offeror must describe its detailed approach to meeting the goals and objectives stated in section 1.3 and the functionality described in the Scope of Work Section 2.
- (ii) Additionally, Offerors must provide detailed narrative responses to the following questions, in all three Technical Versions, if applicable:

3.4.6.1 Contractor Data (Version A. Describe in Versions B and C if different.)

- a. How many customers does your company currently serve? How many SaaS customers does your company serve?
- b. What percentage of your company's business is derived from U.S. domestic sales?
- c. What percentage of your company's business is derived from international sales?
- d. Please describe your company's key partnerships and alliances.

3.4.6.2 Functional Capabilities; General

Product Suite (Version A. Describe in Versions B and C if different.)

- a. Please provide an overview of your company's service capabilities.
- b. Can the services included in your company's capabilities be unbundled and purchased separately? Please describe.
- c. Are your services truly integrated (shared database), or must interfaces be built to achieve communication between applications?

User Interface (Version A. Describe in Versions B and C if different.)

- a. Is your company's service user interface completely Internet browser-based with no additional software added to end-users' computers?
- b. What "look and feel" elements of your company's service can be customized?
- c. Does your service provide visual indicators providing sufficient feedback to the user (e.g., buttons toggle)? Please describe.
- d. Clearly display error messages? Please describe.

Administration (Version A. Describe in Versions B and C if different.)

- a. Who may add new users and edit existing user accounts?
- b. How are user accounts created and maintained in your company's service, and what mechanisms exist for batch or large-quantity account creations/maintenance? How is access for maintenance controlled?
- c. How does your company's service obtain user profile information?
- d. How does your company's service support updating user profile data during the login sequence?
- e. What ongoing system administration is required for your company's service?
- f. Can administrator and user responsibility/access be assigned as desired by the Department? Please explain.

On-Line Help (Version A. Describe in Versions B and C if different.)

- a. Can your company's service provide on-line help?
- b. Can the help text be tailored to our needs?

Functional Security (Version A. Describe in Versions B and C if different.)

- a. How is user security handled by your company's service?
- b. Please describe your service's password restrictions.
- c. Can it be configured to log out a user after a certain time period of inactivity?
- d. Does it provide an audit trail that clearly displays who made changes; when the changes were made; and where the changes originated (IP address and account)?

Reporting (Version A. Describe in Versions B and C if different.)

- a. What reporting capabilities does your company's service provide? How are custom reporting requests accommodated?
- b. What criteria can be used for queries within your company's service?

Can or does your company's service:

- c. Provide summary and line-detail reporting of spend by user and business unit (*e.g.*, by supplier, by commodity)?
- d. Provide reports that help to identify supplier and product categories where there is room for improvement (*i.e.*, to reduce "maverick" spend)?
- e. Enable a user to create, save, retrieve, and delete the criteria of a user-defined report? Can reports be standardized for enterprise wide use and protected?
- f. Provide the ability to export reports in a standard format for import into other tools, such as Microsoft Excel? What is the format?

Search (Version A. Describe in Versions B and C if different.)

- a. What type of search engine does your service use?
- b. How is data categorized so that it can be searched? Does your company's service provide a specific parametric search capability for all classes of content?

Does or can your company's service:

- c. Allow a search using keywords? Is this capability limited to only vendors, users, general public, etc.? Please describe how searches can be limited.
- d. Allow multiple criteria to be used in searching?
- e. Allow a user to search within the search results?
- f. Provide the ability to search across catalogs from multiple vendors (*e.g.*, catalogs from approved and/or preferred suppliers as well as those from non-preferred vendors)?
- g. Display search results? If so, explain how.

- h. Provide the ability to sort search results based on one or more given criteria such as price, supplier, or manufacturer?
- i. Allow users to easily compare items across multiple supplier catalogs and manufacturers based on specifications, size, quality, description etc.?
- j. Present actual cost information in such a way as to allow the user to make a true cost comparison between items?
- k. Enable the user to identify items that are provided by preferred suppliers?
- l. Enable the user to identify which search results are items that need approval (*e.g.*, hazardous materials, chemicals, drugs, etc.)?
- m. Enable the user to view the contract information for a selected item (*e.g.*, contract details that specify freight is prepaid)?
- n. Offer search capabilities to locate a service in the catalog database?

Consortium Model (Version A. Describe in Versions B and C if different.)

Does or can your company's service:

- a. Support a multi-unit organization such as the state supporting local jurisdictions inside the state that are members of a state-wide cooperative? Please describe.
- b. Support a consortium model, where a central sourcing team or unit can negotiate and host contracts and share these contracts and its associated catalogs with members of the consortium?

International Capabilities (Version A. Describe in Versions B and C if different.)

Does or can your company's service:

- a. Allow end-users to view and use the service in multiple languages?
- b. Support the use of multiple currencies?

3.4.6.3 Functional Capabilities: By Process

Sourcing: Bidding/Event Management (Version A. Describe in Versions B and C if different.)

Does or can your company's sourcing service:

- a. Include a supplier/vendor self-registration component? Please describe.
- b. Require that suppliers install or download any software other than their current Web browser?
- c. Allow a user to add/edit the terms and conditions for doing business with the state? Please describe.
- d. Allow the supplier to electronically agree to the terms and conditions for doing business with the state via the on-line supplier registration process? Please describe.
- e. Allow the state to approve, edit, and/or reject supplier registrations? Please describe.

- f. Extract captured supplier data on demand for “offline” purposes?
- g. Provide a bulk e-mail routine to send messages to a supplier, all suppliers, a bidder’s list, and/or to suppliers based on selected commodity codes? Please describe. Whose email server would push the emails?
- h. Provide the ability to issue invitation-only solicitation requests? Please describe.
- i. Provide the ability to automatically invite suppliers based on the supplier’s registered commodity codes? Please describe.
- j. Provide the ability to create a plan holders list? Please describe.
- k. Provide the ability to invite suppliers from the bidder’s/plan holders list via e-mail, with notices sent out to all suppliers on this bidder’s/plan holders list?
- l. Provide the ability to allow a supplier to add themselves to the bidder’s/plan holders list for solicitations that are open?
- m. Allow the printing of the bidder's/plan holders list, and if so, by whom?
- n. Facilitate interactive sealed bids/proposals so that a sealed bid/offer to a solicitation is protected and that the buying organization nor anyone other than the submitting firm can view the offer until the designated closing date and time? Please describe. What can be seen by bidders and/or buyers prior to the closing date and time?
- o. Allow suppliers to retract responses, make changes, and resubmit PRIOR to the solicitation closing date and time? Please describe.
- p. Generate a printable version of the solicitation document (with supplier’s submittal and the original solicitation document), formatted for offline distribution and response, and also available to download in an archivable file format (PDF/rich text/Microsoft Word)?
- q. Facilitate on-line supplier responses? How?
- r. Provide suppliers the ability to save the progress of their response until the solicitation closing date and time? Please describe.
- s. Provide the supplier with access to all of their own submitted bids using their logon and password (current and archived bids)?
- t. Provide the state with the ability to track the status of each supplier’s response to a bid?
- u. Provide the ability to generate a bid tabulation report that is printable and exportable to Microsoft Excel or PDF?
- v. Have a bid evaluation tool/process? Please describe.
- w. Have a proposal evaluation tool/process? Please describe.
- x. Provide the ability to generate an award report that is printable and exportable to Microsoft Excel or PDF?
- y. Provide the ability to publish the bid tabulation, bid award information, and original solicitation document for supplier and/or general public view after the award has been made? Please describe.
- z. Support, at the customer’s discretion, a supplier's ability to bid alternate items? Please describe.
- aa. Support bid addendum processing and tracking while providing a complete audit trail of all modified data and activities? Please describe.

- bb. Provide the ability to add documents, files, etc., that are exclusive to the specific solicitation? If so, in what format types? Please describe.
- cc. Allow the supplier to submit attachments with the submitted bid? In what format types? Please describe.
- dd. Provide the ability to get a list of suppliers who have viewed the solicitation document and their commodity/category codes? Please describe.
- ee. Allow offline responses (mailed or faxed bids) to be entered and factored into the on-line evaluation and tabulation process? Please describe.
- ff. Support alternative pricing schemas such as "Percent Off" catalog bids? Please describe.
- gg. Support buyer-controlled, line-level authorization for Alternate/Equivalent bidding? Please describe.
- hh. Support the presentation and capture of complex questions/answers, conditions/acceptance, multiple-choice/selection (i.e., RFPs)? Please describe.
- ii. Allow buyers to disqualify a response and remove it from tabulation and consideration? Please describe.
- jj. Notify buyers and suppliers when a response is successfully submitted? Please describe.
- kk. Allow buyers to access a report (per event) indicating the invitation, response, and award activity of diversity suppliers, small business vendors, veteran providers, and/or other categories of contractors defined by the Department?
- ll. Provide the ability to invite suppliers by geographic location (e.g., invite all office supply bidders in a 50-mile radius of Baltimore)?
- mm. Provide the ability to reuse templates containing data/information common to all or most events, and to access and utilize these templates on demand? Please describe. Are there limitations?
- nn. Provide the ability to present a calendar of all procurement activity including release and due dates?
- oo. Provide buyers with a number of different tabulation views, giving them differing ways to view response data?
- pp. Provide a Summary Report containing original specification data and the suppliers invited?
- qq. Provide a "self-operable" reverse auction with real-time pricing and event monitoring functions without support services?
- rr. Allow buyers to create and utilize, on-demand, a library of commonly used questions when creating events?
- ss. Provide the ability to import bulk specification data into the system from a common flat file format?
- tt. Allow the automated notification function to be turned on and off as needed by buyers?
- uu. Support multiple procurement methods, i.e., ITB, RFP, Multi-Step, Negotiated After Unsuccessful Award, Expedited, Emergency, Sole Source, and Reverse Auction, etc.?

Sourcing: Supplier Management (Version A. Describe in Versions B and C if different.)

Does, or can your company's sourcing service:

- a. Provide the ability to automatically score and track suppliers' contract performance to gain insight into future consideration?
- b. Provide the ability to enter and track non-registered offline suppliers in the supplier database along with on-line suppliers?
- c. Provide on-demand Supplier Activity reports listing Invitations, Responses, and Awards including response and award ratio?
- d. Provide classification reports displaying suppliers included in each commodity classification?
- e. Provide classification reports displaying suppliers included in each vendor classification, such as, diversity suppliers, small business vendors, veteran providers, and/or other categories of contractors defined by the Department?
- f. Provide the ability to deactivate a supplier's account without losing previous bid associations with said supplier?
- g. Allow for periodic vendor renewals with notification to the vendor?
- h. Provide the ability to retain a message archive of all e-mails distributed to suppliers, including a system time stamp at time of distribution?
- i. Maintain audit history on changes to a supplier's profile, and provide on-demand reporting on that audit history?
- j. Support the tracking of general notes on a supplier record?

Contract Management (Version B, and C if different.)

Does, or can your company's sourcing service:

- a. Provide a single repository for managing ALL contracts, regardless of contract type, with comprehensive reporting, monitoring and buyer notification of supplier contract pricing, significant dates, etc.? Please describe.
- b. Provide the ability to bulk load (import) or export contract data?
- c. Provide the ability to assign an effective date/time to contracts, so that contracts can be entered ahead of time, but will not take effect within the system until the effective date is reached?
- d. Provide the ability to store all contracts, including those that have expired, for historic reporting purposes? Please describe.
- e. Provide the ability to configure a contract to renew, and to provide limits on the number of times to renew?
- f. Provide the ability to "deactivate" a given contract, without deleting it, to eliminate the ability to reference the contract number in eprocurement transactions?
- g. Provide a short description section to allow a quick view of the purpose of the contract, without requiring the user to read through the entire contract?

- h. Provide the ability to search the contract repository by numerous attributes (*e.g.*, expiration dates, suppliers, departments, effective status, etc.)? Please describe.
- i. Provide the ability to link a soft copy of the contract to the contract within the system, offering continuous access to the actual contract?
- j. Provide the ability to track the physical “hard copy” location of a contract (*e.g.*, “Preston Street Building, room M-6, filing cabinet 2, drawer 1”)?
- k. Provide the ability to track the contract budget (projected spend) against actual?
- l. Provide the ability to track eOrders/POs/contract releases against a given contract?
- m. Have the ability to access contract usage information both as submitted by the contractors and as captured spend from the system’s contracts? Please describe.
- n. Provide the ability to designate tiered contract thresholds for discounting, rebates, etc., and automatically calculate the level of spend that has been reached on a given contract? That is, can your company’s service enforce contracts that have been negotiated with discounts and/or rebates based on the customer’s spend level against the contract?
- o. Provide the ability to manually adjust spend totals for purchases made outside of the application?
- p. Provide the ability to “renew” a contract easily,? Please describe.
- q. Provide the ability to “copy” a contract into a new contract, thus requiring minimal data entry to copy a similar contract (or expired contract)?
- r. Provide the ability to manage contracts at both the organization and departmental levels, thus enabling the departments to manage their own contracts? Can access to contract pricing and spending information be controlled at the department level? Please describe.
- s. Provide the ability to configure contracts with an expiration date/time?
- t. Provide alerts, via e-mail, to contract owners for contract renewals, based on renewal and expiration lead-times? Please describe.
- u. Provide the ability to configure contracts to specify automated renewals and a maximum number of renewals for a given contract?
- v. Provide historical spending information directly from the contract management component of the system to help in the determination of the renewals? Please describe.
- w. Provide flexible reporting capabilities and the ability to export report data for analysis?
- x. Provide a shopping environment that seamlessly utilizes a contract and captures the amount of spend related to that contract? Please describe.
- y. Provide the end-user with a prompt indicating that there is more than one contract available for a given supplier item, and allow the user to select the best contract to utilize for that purchase?
- z. Make it simple to find and use the contract repository and to understand whether or not a contract is applicable to a given purchase? Please describe.
- aa. Provide the ability to control approval workflow based on the type of contract? Please describe.
- bb. Provide the ability to designate the “owner(s)” of a specific contract, and control access so that only the individual(s) listed as owners can modify the contract information?

Can the system control which individuals can view and/or purchase against a given contract (e.g., a departmental contract)? Please describe.

cc. Provide the ability to control the amount of detail on given contracts an end-user can see while shopping? Please describe.

Shopping Experience: General (Version A. Describe in Versions B and C if different.)

- a. If more than one contract for the same supplier exists, can the user be presented a choice? Can your company's service handle multiple prices for the same item from the same supplier? Please describe.
- b. Which categories/classes of goods & services can be supported in your shopping experience?
- c. Who is responsible for content classification, your company or the supplier?
- d. Can my internal category managers preview punch-outs and hosted catalogs before they are made available to end-users?
- e. How is data categorized so that it can be parametrically searched and reported?
- f. Can catalogs and vendors be turned off without intervention from your company's support team?
- g. Can the commodity coding used by the State be mapped to the supplier provided product categorization? Please describe.
- h. How many search results does your company's service display per page? Is this configurable?

Does, or can your company's sourcing service:

- i. Provide an Internet accessible shopping experience?
- j. Provide hosted catalogs
- k. Provide punch-out catalogs
- l. Provide services
- m. Provide contracts without catalogs
- n. Provide other categories/classes of goods and services
- o. Provide a search capability for all classes of content? Please describe.
- p. Provide a comprehensive set of catalog data fields such as SKU / item number, image, short/long descriptions, manufacturer name and part number, URL's, Product Category commodity code, contract and list price, product type (hazardous, recycled, controlled substance, green, etc.)? Please describe.
- q. Provide the ability to restrict access to content based on item or commodity within a supplier, such as radioactive items? Can suppliers and/or specific content be blocked from the site, allowing only certain users access to see that type of data?
- r. Offer consortia-enabled catalogs?
- s. Provide detailed information on each supplier?

- t. Display the ways in which an item is packaged?
- u. Allow users to easily compare items across multiple supplier catalogs and manufacturers based on specifications, size, quality, description etc.?
- v. Present actual cost information in such a way as to allow the user to make a true cost comparison between items?
- w. Provide an easy method of comparing similar items?
- x. Provide contracted pricing and real-time stock availability? For which suppliers can you provide real-time product availability? Please describe.
- y. Indicate to users if the supplier offers free shipping, promotions or other price incentives?
- z. Provide the ability to add catalog items to a requisition by all of these methods?
 - i. Search for and select item
 - ii. Enter supplier catalog number
 - iii. Reorder from previous orders
 - iv. Select from user-generated “Favorites” list, including entire folders of items for generating bulk orders.
 - v. Single requisitions with multiple suppliers
- aa. Provide the ability to request and order non-catalog items from suppliers? Please describe.
- bb. Be configured to compel a user to search for an item within the contract catalogs before entering a non-catalog (or off-catalog) order for that item? Please describe.
- cc. Provide the ability to create orders for on-site, internal suppliers (*e.g.*, Physical Plant, Telecommunications, Business Services, etc.).
- dd. Maintain a history of product searches and shopping carts created? Please describe.

Shopping Experience: Directing Spend to Preferred Vendors (diversity, green, etc.) (Version A. Describe in Versions B and C if different.)

Does, or can your service provide:

- a. Support classification of a vendor as preferred, green, diversity, minority, local, or otherwise? Please describe.
- b. Support specific attributes to identify products or services as preferred, diversity, minority, green, local, or otherwise in search results?
- c. Provide the ability to promote vendors on the main shopping page (the home page)?
- d. Provide easy identification of diversity/minority or otherwise preferred vendors in the search results with icons?
- e. Provide the ability to give preferred (diversity/minority/green/local) vendors and products a higher preference in the search results?

- f. Provide the ability to give preferred items a higher reference in the search results? (e.g. sort preferred products to the top)
- g. Provide the ability to give preferred product categories for a vendor a higher preference in the search results? (e.g. paper products for office supplies vendor 1 are preferred, toner products for office supplies vendor 2 are preferred)
- h. Provide the ability to rank and display product search results in order of preference (e.g., diversity vendor products first, then large contract suppliers, then other “preferred” suppliers, and so on) to assist the user in making the appropriate purchase? How many levels of preference are available? Please describe.
- i. Provide standard spend reports and detailed customer data extracts to specifically track spend on preferred/minority vendors and other vendor classifications? Please describe.

Requisition Creation/Submission (Version B, and C if different.)

- a. Which requisition fields does your company’s service accommodate? Which fields default from the user’s profile? For fields that default from a user’s profile and system default, does the user have the option to change a given requisition for ALL line items by just overriding the default at the requisition header, or by overriding individual line items for the same attribute?
- b. Which requisition fields does your company’s service accommodate? Which fields default from the user’s profile? For fields that default from a user’s profile and system default, does the user have the option to change a given requisition for ALL line items by just overriding the default at the requisition header, or by overriding individual line items for the same attribute?

Does, or can your service provide:

- c. Data to be interfaced into the FMIS requisition screen from your company’s services requisitioning functionality? Please describe.
- d. Offer configurable fields?
- e. Notify the requisitioner before requisition submission of any recent orders of any of the selected products within the same cost center/site? Please describe.
- f. Provide the ability to assign a shopping cart to another user for review and submission? Please describe.
- g. Support multiple suppliers and/or multiple shipment locations for a single requisition? Please describe.
- h. Support attachments to requisitions and purchase orders? If so, in what formats?
- i. Provide the ability to split costs across multiple budgets/cost centers? Please describe.
- j. Provide the ability to default to the accounting code for each line order based on the selected user? Please describe.

Requisition Workflow and Approvals (Version B, and C if different.)

Does, or can your company's sourcing service:

- a. Provide supervisor level employees and above with visibility into all purchases within their reporting chain? Please describe.
- b. Check a requisition, upon submission by user, for the appropriate user-specific authorization (*e.g.*, financial authorization, account code/organizational code authorization, IT equipment over a certain \$ limit authorization, regulated substances authorization for categories such as DEA and radioactive)?
- c. If the requisition is not within the user's authorization, can the requisition be routed for additional approval(s)? What workflow can be supported?
- d. Describe how requisitions can be assigned to buyers.
- e. Provide the ability to set dollar limits per user?
- f. Send notification of items requiring approval via e-mail to the appropriate approver? Are all pending approvals centralized in one location? Can system-generated e-mails be customized? What is the process to view and approve/reject a requisition? Can an approver reject a single line item? What happens to the remaining items on the requisition?
- g. What actions does your company's service allow approvers to perform? Please describe.
- h. Enable approvers to view the history of approval?
- i. Allow approvers to approve entire requisitions and/or delete/modify individual line items on the requisition?
- j. Allow users to review the approval status of their orders after requisition creation?
- k. Provide a complete audit trail such as name of approver, time/date stamp of approvals obtained and line items rejected for requisitions? Please describe.
- l. Provide the ability to check the status of a requisition at any point in its lifecycle?

Order Creation and Management (Version A. Describe in Versions B and C if different.)

- a. What functionality does your company's service provide for tracking and accessing order history? What criteria can be used as filters to refine the search (*e.g.*, date range, department, user ID or user name)? Can order history data be exported?

Does, or can your service provide:

- b. Provide the ability to enter special instructions/remarks on an order? Please describe.
- c. Provide the ability to estimate charges for taxes, shipping and handling?
- d. Provide the ability to check the status of an order at any point in its lifecycle?
- e. Support delivery dates, by specifying delivery information at the line-item level?
- f. Default all relevant supplier terms and contract information from supplier master records?

Order Distribution (Version A. Describe in Versions B and C if different.)

- a. How does your company's service transmit orders to suppliers? What options are available (cXML, fax, e-mail, print)? What happens if the supplier changes its order management system? Who is responsible for changing and maintaining the interface to their system? Please describe.
- b. Is there a per-order cost or service fee for placing orders, charged either to the customer or to the supplier?
- c. Does your service provide the ability to transmit a single order via multiple methods?
- d. What integration options does your company's service offer for transmitting purchase orders electronically to suppliers?
- e. Does your service allow order batching to the same supplier?
- f. What mechanisms does your company's service offer to ensure that the supplier receives each order?

Receipt (Version A. Describe in Versions B and C if different.)

Does, or can your service:

- a. Define, and enforce, when a receipt is required and provide that information to the end-user? Please describe.
- b. Create a Receipt for purchases made?
- c. Automatically link a receipt to its associated order? Please describe.
- d. Provide the ability to attach an image of the receipt to record (*e.g.*, scanned image, PDF, etc.)?
- e. Provide the ability to process returns?
- f. Provide the ability to handle cancellation of remaining items at receipt time?
- g. Provide end-user access to items yet to be received on a shipment (outstanding items)?
- h. Allow an end-user to request the status of a pending shipment?
- i. Provide the ability to capture all history related to the receipts in the history of the receipt?
- j. Provide the ability to maintain carrier and tracking information?

Payment (Version B, and C if different.)

- a. What mechanisms does your company's service offer to facilitate the payment process (*e.g.*, p-cards, consolidated billing, electronic invoicing)? Please describe
- b. Does it provide multiple payment methods for orders? Please describe

3.4.6.4 Technology and Platform

Infrastructure (Version A. Describe in Versions B and C if different.)

- a. Does your company offer a Software-as-a-Service model and take on the responsibility of managing software applications, hardware or supplier interfaces and catalog content? Please describe
- b. Please describe the technology platform used to support your company's service (incl. programming language, database, etc.
- c. What hardware and/or software is the customer required to install and maintain in order to support your company's service?
- d. Please provide information about guaranteed response times when using your company's service. What is the guaranteed maximum time to log in to your company's service for a first-time user? What is the guaranteed maximum time to display results from a product search?
- e. At as minimum, how many concurrent users can your company's service "comfortably" support? What are the limiting factors, if any?
- f. Describe data aging, data archiving and data destruction details. For example, how long is customer data kept in the main database? When will it be archived? When will data be destroyed?
- g. Please discuss your company's approach to service updates and modifications. How often do you plan on upgrading your service and Web site? How are updates announced? What testing is performed to ensure that all custom features are compatible with updates? What testing is performed to ensure that integrations to other systems are compatible with the updates?
- h. How does your company manage patching and updating of your service's underlying systems and components including operating system, database, financial system, etc.?
- i. Describe the target and guaranteed availability of your company's service (uptime) in percentage terms and the basis of that calculation.
- j. How does your company handle system maintenance and scheduled downtime? What is your guaranteed uptime?
- k. Please describe your company's system backup and recovery procedures, and the roles and participation, if any, of customer staff.
- l. Describe the backup and recovery schedules and length of time your company's service is typically unavailable.
- m. Is there a Business Continuity/Disaster Recovery Program in place at your company?
- n. Have your company's Business Continuity/Disaster Recovery plans been tested? If so, when?
- o. What types of system monitoring and notification does your company perform, and what technical reports do you provide?

2.1.4.2 Browsers (Version A. Describe in Versions B and C if different.)

- a. Is your service's user interface completely Internet browser based with no additional software added to end-users' computers?
- b. What are the browser requirements for your company's service?

Integration (Version A. Describe in Versions B and C if different.)

- a. How does your company's service integrate with external systems? Please describe.

Does, or can your service:

- b. Have the ability to import/export data from/to existing databases? Please describe.
- c. Provide the ability to accept migrated data from older/existing systems?
- d. Have a test environment to work through integration issues?
- e. Successfully interface with FMIS/ADPICs and/or Rstars previously? If not, how do you intend to do so?

Authentication and Authorization (Version A. Describe in Versions B and C if different.)

- a. Please describe your service's authentication architecture.
- b. What technology does your service use to authenticate users?
- c. How does your service handle user password reset requests?
- d. What user authentication/control parameters can be configured in your service?
- e. Please describe your service's authorization architecture.

Does, or can your service:

- f. Provide for secure transmission of user credentials? If so, what technology is used?
- g. Support role-based security access to the field element level?
- h. Provide the ability to assign multiple roles to a single user?

Security (Version A. Describe in Versions B and C if different.)

- a. What security measures exist as part of your service for transmission of data and data storage to ensure customer data privacy and security?
- b. What security features does your service provide to ensure that data transferred over the Internet is secure?
- c. Does or can your service provide the ability to immediately disable all or part of the functionality of the application should a security issue be identified?
- d. Does your company conduct internal and external vulnerability scanning?
- e. Is there an Audit function that regularly conducts Information Security reviews?

3.4.6.5 Catalog Management

Catalogs (Version A. Describe in Versions B and C if different.)

- a. What supplier catalog management services are provided as part of your service? Please describe.
- b. Can the State supplement supplier provided catalog data with State specific attributes, e.g., accounting code, inventoried item, etc? Please describe.
- c. How does your service support contract price compliance, review of price changes and catalog content changes?
- d. How do suppliers update their catalog content within your company's service?
- e. Given all the necessary information, how long does it take to make a catalog "live" within your service?
- f. What tasks can suppliers accomplish using the supplier portal?

Does, or can your service:

- g. Provide tools for the State to add/modify/delete items for catalogs including pricing?
- h. Support punch-outs? What technology is used?
- i. Allow suppliers to access statistical information?
- j. Allow suppliers to enter invoices for customer's orders using the supplier portal?

Set-up (Version A. Describe in Versions B and C if different.)

- a. Please describe in detail the process for completing the set-up of your company's service for the Department.
- b. Please describe the approach your company uses to ensure that our business processes are captured during the setup effort.
- c. What actions can be taken or processes altered during the setup of your company's service to reduce costs, reduce cycle time or improve quality?
- d. Does your company provide status reporting on tasks, milestones, and processes in real time during the setup?
- e. How much time is typically required to complete the setup of your company's service? Please provide a project schedule showing tasks, responsibility for tasks, milestones, etc.
- f. Please describe what customization of your service will be necessary to meet the goals, objectives and functionality described.
- g. Describe how current data will be migrated into your service, if necessary, especially while maintaining access to the systems being used today until go-live of the selected service.
- h. Please describe post setup support will be provided to the Department and for what period(s) of time it will be provided.

Training and Documentation (Version A. Describe in Versions B and C if different.)

- a. Is your service's Web site intuitive and functional, with minimal or no training required to use the site?
- b. Please provide an overview of your company's proposed training and documentation.
- c. What training methods does your company use?
 - i. Does your company provide Train-the-Trainer classes?
 - ii. Where are training classes held?
 - iii. How often are training classes held?
 - iv. Can training be provided on-site?

Customer Support (Version A. Describe in Versions B and C if different.)

- a. What customer support services does your service offer to address service problems, questions about functionality, etc?
- b. What "self-service" support services does your service offer? Please describe all.
- c. Is there a separate cost for customer support services? If so, for what support? (Do not provide any cost details here.)
- d. Is your service telephone support number toll-free?
- e. Where is your service help line customer support group located physically?
- f. What is the escalation procedure for support calls?
- g. What is your service's standard response time for call back/response?
- h. What is your procedure for addressing and fixing system "bugs" or other incidents?
- i. How are 'scheduled' service down times planned and communicated?
- j. What tools and processes does your service have in place for monitoring and measuring quality?
- k. What customer satisfaction measurements and processes are in place? How do you track customer satisfaction and at what levels (*i.e.*, by employee, business unit, cost center, etc.)?
- l. What other customer support services does your company provide?

3.4.6.6 Project Management (Version A. Describe in Versions B and C if different.)

Please describe how the project will be managed throughout the assessment, setup, transition, operation and exit phases.

3.4.6.7 Schedule and Milestones (Version A. Describe in Versions B and C if different.)

Please provide a project schedule in MS Projects or Gantt chart including schedule details, tasks, task dependencies, and milestones.

3.4.6.8 Staffing (Version A. Describe in Versions B and C if different.)

Please provide resumes for all staff that will be assigned to this project ; their project roles; and their percentage allocation to this project. Please include a breakdown of roles and responsibilities between your staff and ours. Also provide the number of Department staff expected to provide set-up services, the required skills and number of hours that will be required of each.

3.4.7 TAB G CLIENT REFERENCES

For each version, the Offeror shall provide a minimum of three (3) client references and current contact information for at least two governmental or quasi-governmental jurisdictions (i.e., federal, state, local, university, higher education and/or authorities) for similar size and scope eprocurement related services. References may be the same for each version if appropriate. Offerors shall also provide a list of all eprocurement related contracts within the past three (3) consecutive years. The State reserves the right to choose any customer references whether or not furnished by the Offeror and to investigate past performance of the Offeror on similar eprocurement related contracts.

- a. References shall be capable of documenting:
 - (i) Offeror's ability to manage eprocurement related services of similar size and complexity.
 - (ii) Range and quality of services provided by Offeror.
- b. Each client reference shall include:
 - (i) Name of client organization.
 - (ii) Name, title, telephone number and e-mail address of point of contact for client organization.
 - (iii) Value, type and duration of contract(s) with Offeror.
 - (iv) Scope of contract(s), services provided and geographic area supported.
 - (v) Explanation of why Offeror is no longer providing services to the client organization, should that be the case.

3.4.8 TAB N. FINANCIAL CAPABILITY:

A. Financial Capability (Version A)

The Offeror shall include the last two (2) most recent years' audited financial statements.

3.4.9 TAB O. ECONOMIC BENEFIT FACTORS (Version A, B, and C)

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract for each Version. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

- The contract dollars to be recycled into Maryland's economy in support of the contract,

through the use of Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.

- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small businesses and MBEs. (These are also included under the first category.)
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror. Describe the benefit, its value to the Maryland economy, and how it will result from the contract award.

3.4.10 TAB P. SUBCONTRACTORS (Version A, B, and C)

Offeror shall identify all members of their team including subcontractors, if any, and the role these subcontractors shall have in the performance of the contract. Subcontractor information shall consist of name, address, telephone number and experience.

3.4.11 TAB Q. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION AND FAIR SOLICIATION AFFIDAVIT (Version A, B, and C) (Attachment D-1)

Original signature shall be included with original Technical Proposal. If an Offeror fails to submit Attachment D-1 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award. Each version shall contain this attachment. The attachment may vary from version to version as applicable.

3.4.12 TAB R. BID/PROPOSAL AFFIDAVIT (Attachment B) (Version A)

The original Bid/Proposal Affidavit, including the original signature shall be placed in the original copy of the Technical Proposal.

3.4.13 TAB S. NON-DISCLOSURE AGREEMENT (Attachment M) (Version A)

The original Non-Disclosure Agreement including, the original signature shall be placed in the original copy of the Technical Proposal.

3.4.14 TAB T. COMPLETED LIVING WAGE AFFIDAVIT (Attachment J) (Version A)

The original Living Wage Agreement Affidavit, including the original signature shall be placed in the original copy of the Technical Proposal.

3.4.15 TAB U. PROPOSAL BOND (Attachment K) (Version A)

The original Bid Proposal Bond, including the original signature shall be placed in the original copy of the Technical Proposal, Version A.

3.4.16 TAB V. PERFORMANCE BOND (Attachment L)

The original Performance Bond, including the original signature shall be required by the Recommended Offeror within five (5) days of Recommendation for Award.

3.5 FINANCIAL PROPOSAL

In order to assist Offeror in the preparation of their Financial Proposals and to comply with the requirements of this solicitation, financial proposal form instructions and proposed price sheets have been prepared. The Offeror shall submit Price Proposal Form (Attachment F, Version A, B, and C) in accordance with the instructions as specified herein:

- 3.5.1 All Unit Prices must be clearly typed as dollars and cents, e.g., \$24.15 on the Price Proposal Form (Attachment F). Do not alter the provided forms. Quotes shall cover all costs of providing services described in proposed Version. The State will allow no additional or separate compensation for costs or expenses related to the proposed work including, travel, meeting attendance, or any other expenses.
- 3.5.2 The Price Proposal Form(s) shall be completed, signed and dated by the Offeror's representative who is authorized to bind the Offeror to all prices and discounts quoted.
- 3.5.3 All financial proposal versions shall be provided only if requested. One original and six **(6)** hardcopies of each version shall be provided. Additionally, an electronic version must also be provided on CD or DVD in MS Word or excel format.
- 3.5.4 For each Financial Version requested, provide a monthly fee for the service proposed.
- 3.5.5 For each Financial Version requested, in addition to the initial funding solution requested, provide additional funding solutions, if any.

- 3.5.6 What guidance can your company provide with regard to the Return on Investment (ROI) from implementing your service?

SECTION 4. EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 EVALUATION CRITERIA

Evaluation of the proposals shall be performed by a committee organized for that purpose and shall be based on the criteria set forth below. The Committee may obtain technical advice from any source. Each Version shall be evaluated and ranked. The Contract resulting from this RFP shall be awarded to the Contractor's Version that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.

4.2 TECHNICAL CRITERIA

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

Goals and Objectives

Functionality

Firm and Team Experience

Understanding of Technical Approach

References

Financial Capability

Economic Benefits

4.3 FINANCIAL CRITERIA

Financial Proposals will be evaluated separately from and after the Technical proposals. The financial evaluation will be based upon the prices submitted by the Offeror on the Financial Proposal Form(s) (Attachment F) and on the funding solution(s) provided. The lowest evaluated Financial Proposal will receive greatest financial consideration if an acceptable funding solution is provided.

4.4 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident Contractors in awarding procurement contracts, many other States do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Contractor whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another State submits the most advantageous offer; the other State gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference shall be identical to the preference that the other State, through law, policy or practice gives to its residents.

4.5 SELECTION PROCEDURE

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

Accordingly, the State may hold discussions with all Contractors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine a Contractor to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds a technical offer not reasonably susceptible of being selected for award, the Offeror's financial proposal will not be requested.

4.6 SELECTION PROCESS

The first step into the process will be to review the technical proposals for compliance with the RFP and for any exceptions the Offeror has taken to the requirements of this RFP or contract. Offerors who take exceptions may be disqualified and their proposal eliminated from further consideration.

The next level of review will be an evaluation for technical merit. During this review oral presentations, demonstrations and discussions may be held. The purpose of the oral presentations, demonstrations and discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. The Offeror must confirm in writing any substantive oral clarifications of, or change in, their proposals made in the course of the oral presentation, demonstration and/or discussions. Any such written clarification or change then becomes part of the Offeror's proposal. Offerors whose technical proposals are judged to be not reasonably susceptible of being selected for award may be disqualified at this point.

Each Offeror determined to be technically susceptible for award will be requested to submit a Financial Proposal(s). The Financial proposal(s) will be distributed to the Evaluation Committee for analysis following the completion of the technical evaluations. After a review of the financial proposal of qualified Offerors, the Procurement Officer may again conduct discussions. When in the best interest of the State, the Procurement

Officer may permit Offerors who submitted acceptable proposals to revise their initial proposals and submit, in writing, a best and final Offeror.

4.7 AWARD DETERMINATION

Upon completion of all discussions and negotiations and reference checks, the Procurement Officer will recommend contract award to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical factors and price factors as set forth in this RFP. In making the most advantageous Contractor determination, technical factors will be given greater weight than financial factors.

ATTACHMENT A CONTRACT

THIS CONTRACT is made this 1st day of _____, 2011, by and between _____ and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF GENERAL SERVICES, PRORCUREMENT & LOGISTICS DIVISION.

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

Definition

Except as provided otherwise in this Contract, terms used in this Contract and the RFP shall have the meanings provided in the RFP. In this Contract, the following words have the meanings indicated:

- 1.1 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 "Department" means the Maryland Department of General Services
- 1.3 "Procurement Officer" means Donna DiCerbo, or subsequent person (refer to Key Information Summary Page of the RFP.)
- 1.4 "RFP" means the Request for Proposals Package dated February 2, 2011,
- 1.5 "State" means the State of Maryland.

2. Scope of Work

2.1 The Contractor shall provide the services described in the Offeror's proposal and the RFP. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP

Exhibit B – The Offeror's Technical Proposal dated

Exhibit C- The Offeror's Financial Proposal dated

Exhibit D – Bid Proposal Affidavit

Exhibit E- Contract Affidavit

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

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period of five (5) years beginning on _____, 2011 and ending on _____, 2016. At the sole discretion of the State, there shall be one (1) five-year (5-Year) renewal option following the expiration of the initial contract term.

4. Consideration and Payment. eMaryland Marketplace ID number: _____

4.1 The Contractor shall be paid no more than the following:

NOTE: THE COMPENSATION AMOUNT SHALL BE DERIVED FROM THE OFFEROR'S FINANCIAL PROPOSAL.

4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 day after the State's receipt of a proper invoice from the Contractor. Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 Each invoice shall reflect the Offeror's federal tax identification number, which is _____ . Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.4 Each invoice shall contain the Contract Number 001IT818378, and Blanket Purchase Order Number (BPO #) _____ noted on it, to:

4.5 Invoices may only be submitted monthly for services rendered during the previous month. Services and payments will be made based upon the deliverables achieved.

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

5. Personnel

Contractor agrees that all personnel identified in its proposal, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Offeror's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent

with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

7. Loss of Data

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

8. Insurance Requirements

The Contractor shall maintain general liability insurance with a minimum of \$1,000,000 of occurrence and \$2,000,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation accepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

10. Disputes

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

11. Maryland Law

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

12. Nondiscrimination in Employment

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

post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. 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 agreement, 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 agreement.

14. Non-availability of Funding

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

15. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Offeror's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

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

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall 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.

The State may, at its discretion, deduct liquidated damages from payment to the vendor, not to exceed \$1,000,000.00 under the condition listed below:

Condition:

Vendor must complete all phases listed in the agreed upon schedule by the specified completion dates, which includes complete system testing to the DGS satisfaction, and be approved for production by DGS.

Damage:

The Vendor Inc. shall pay damages to the State in the amount of \$1,000 for each day or part thereof that goes beyond the completion date for each phase.

Damages cannot be applied if the delays are a result of something beyond the Offeror's control.

18. Suspension of Work

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

19. Pre-Existing Regulations

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

20. 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, as from time to time amended, 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 the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the

contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records.

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

23. 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 shall take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Price Certification

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

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

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 13, and 15 through 28 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Offeror's obligations to its subcontractors.

26. This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in Section 1.36 of the RFP. Additional information is available on the Governor's Office

of Minority Affairs (GOMA) website at:

http://www.oma.state.md.us/documents/PROMPTPAYMENTFAQs_000.pdf

27. Indemnification

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

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

27.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Offeror's obligations under this Contract.

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

28. Administrative

28.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager, Michael Haifley.

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

If to the State:

If to the Contractor: (To be completed)

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

CONTRACTOR

By:

Date

Witness:_____

MARYLAND DEPARTMENT OF GENERAL SERVICES

By:

Date

Witness:_____

Approved for form and legal sufficiency this _____ day of _____, 2011

Assistant Attorney General



A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

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

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

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

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

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

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

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. 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):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. 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.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

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

(h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

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

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

(4) I acknowledge and agree that:

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) corporation registered in accordance with 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: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

**STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES
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

☐ An MBE subcontract participation goal of 25% 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 percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

OR

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

- ☐ A sub goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub goal of ____ 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 percentage of the total 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 a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)* whereby:

- (1) 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) 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 percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a Bidder or Offeror fails to submit Attachment D-1 with the bid or offer, 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 D-2)
- (2) **Subcontractor Project Participation Certification** (Attachment D-3)
- (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 (D-1) (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement (D-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Certification (D-3) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

ATTACHMENT D-1 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer, 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 in response to Solicitation No. _____, I affirm the following:

1. ☐ I acknowledge and intend to meet 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. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- ☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. *I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.*

- (a) Outreach Efforts Compliance Statement (Attachment (D-2)
- (b) Subcontractor Project Participation Statement (Attachment D-3)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal.

I understand 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.

3. 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.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
☐ African American Owned	☐ Woman-Owned
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
☐ African American Owned	☐ Woman-Owned
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
☐ African American Owned	☐ Woman-Owned
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
☐ African American Owned	☐ Woman-Owned
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors (<i>Check Only One Certification Category</i>)	
☐ African American Owned	☐ Woman-Owned
Percentage of Total Contract	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Woman-Owned</i> MBE Participation:	_____ %
Total <i>Other</i> Participation	_____ %
Total All MBE Participation:	_____ %

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL PROPOSAL

ATTACHMENT D-2 OUTREACH EFFORTS COMPLIANCE STATEMENT
--

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states 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 MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. ☐ This project does not involve bonding requirements.
 - OR**
 - b. ☐ Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 - OR**
 - b. ☐ No pre-bid/proposal conference was held.

_____	By: _____
Bidder/Offeror Printed Name	Signature

Address: _____

ATTACHMENT D-3 SUBCONTRACTOR PROJECT PARTICIPTION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____
(subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	
MBE Certification Number	
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title
Date

By: _____
Name, Title
Date

ATTACHMENT D-4 PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be completed monthly by the Prime Contractor

Report Month/ Year: _____		Project Number:	
		Project Title:	
		Project Amount:	
		Contract Begin Date:	
		Contract End Date:	
Firm Name:		Contact Person:	
Address	City	State	Zip
	Phone:	Fax:	
MBE Name:		Contact Person	
Address	City	State	Zip
	Phone:	Fax:	
MBE's Agreed Dollar Amount		Percent Completed to Date:	
MBE Scope of Work:			
List any unpaid invoices over 30 days old received from this vendor and reason for non payment.			
1.	4.	7.	
2.	5.	8.	
3.	6.	9.	
Total Amount Unpaid \$:		This certifies that during the above reporting period received \$ _____ for work performed, services rendered and/or materials supplied on the above contract. The above figure represents:	
MBE Company Name:			
1. Initial Payment	\$	4. Any Retainage	\$
2. Progress Payment	\$	5. Total Actual Paid	\$
3. Final Payment	\$	6. Other	\$
Firm Name:		Date:	
Signature:		Phone Number:	

Return completed form and any additional information as required to:

Department of General Services
Business Enterprise Office
301 W. Preston Street, M-9
Baltimore, MD 21201

COMPLIANCE - THIS FORM IS SUBMITTED MONTHLY

ATTACHMENT D-5 SUBCONTRACTOR PAYMENT REPORT

To be completed monthly by MBE Subcontractor

Subcontractors Name _____

Report _____

Month/Year _____

Report due by 15th of following month.

Project Number P-058-003-002

Contracting Unit _____

Contract Amount _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

Services Provided _____

MBE Subcontractor Name _____

MDOT Certification # _____

Contact Person _____

Address _____

City _____

State _____

Zip _____

Phone _____

Fax _____

Subcontractor Services Provided _____

List all payments received from Prime Contractor in the preceding 30 days.

1.

2.

3.

Total Amount Paid \$ _____

List dates and amounts of any outstanding Invoices.

1.

2.

3.

Total Dollars Unpaid \$ _____

Prime Contractor Name _____

Address _____

City _____

Phone _____

Contact Person _____

State _____

Zip _____

Fax _____

Return completed form and any additional information as required to:

eMail: businessenterpriseoffice@dgs.state.md.us

Or

Mail: Department of General Services
Business Enterprise Office
301 W. Preston Street, M-9
Baltimore, MD 21201
410-767-4270

Signature _____

Date _____

ATTACHMENT E PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. 001IT818378

Project Title: Web-Based Electronic Procurement Services

A Pre-proposal Conference will be held on February 10, 2011, at 1:00 p.m., local time at:

Department of Health and Mental Hygiene's
O'Connor Building Conference Room L-1
201 W. Preston Street
Baltimore, MD 21201

Please e-mail this form to the Procurement Officer:

Donna DiCerbo
Office Phone: (410) 767-6056
E-mail: donna.dicerbo@dgs.state.md.us

By 3:00 p.m., on February 9, 2011, advising whether or not you plan to attend this Conference.

Please indicate:

_____ Yes, the following representatives will be in attendance:

1.

2.

_____ No, we will not be in attendance.

Company/Firm/Company Name

Telephone

Contact Name

MARYLAND DEPARTMENT OF GENERAL SERVICES

PROJECT DESCRIPTION: WEB-BASED ELECTRONIC PROCUREMENT SERVICES

PROJECT NUMBER: 00IT818378

OFFEROR IDENTIFICATION:

Firm full legal name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Offeror's Contact (for clarification):

Name: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Federal Employer Identification Number: _____

PROPOSAL OFFER: The undersigned Offeror hereby submits this proposal in response to the Department of General Services' (Department) Request for Proposal (RFP) issued on _____ with regard to the contract named above.

By submitting this proposal/offer, the Offeror warrants it is a financially responsible entity and has the capacity and capability to execute the work as described in the RFP in accordance with the requirements of the RFP. It warrants it has carefully examined the RFP and Contract Documents for the above project, including the insurance requirements, and hereby offers to the State to execute the work in the manner described in the technical offer as submitted.

This offer shall remain open for 120 days for acceptance by the Department until such time as the offer/proposal has been considered by the Department and either rejected in writing or an award has been made by the Department of General Services.

The hours below reflect a sample model only prepared by the State, and is for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Part I –Cost for Services

A. Year One \$_____/Month x 7 Months = \$_____/Yr.

B. Year Two \$_____/Month x 12 Months = \$_____/Yr.

C. Year Three \$_____/Month x 12 Months = \$_____/Yr.

D. Year Four \$_____/Month x 12 Months = \$_____/Yr.

E. Year Five \$_____/Month x 12 Months = \$_____/Yr.

F. Year Six \$_____/Month x 12 Months = \$_____/Yr.

G. Year Seven \$_____/Month x 12 Months = \$_____/Yr.

H. Year Eight \$_____/Month x 12 Months = \$_____/Yr.

I. Year Nine \$_____/Month x 12 Months = \$_____/Yr.

J. Year Ten \$_____/Month x 12 Months = \$_____/Yr.

Part I Total: \$_____/Yr.

Fee Schedule for additional professional services

A. Project Manager: \$_____ Per Hour

B. Research Analyst: \$_____ Per Hour

C. Technical \$_____ Per Hour

D. Subject Matter Expert \$_____ Per Hour

E. Administrative: \$_____ Per Hour

BASIS FOR AWARD (Part I)

TOTAL CONTRACT COST (Part I)_____ DOLLARS

AND _____ CENTS. (\$_____)

Award of this contract will be based on the most advantageous offer to the State, meeting the specifications, considering both technical and financial merit.

The foregoing prices include and cover the furnishing of all vendor/subcontractor labor and materials, mark-up, overhead, and profit, delivery, storage, burden, installation, equipment, tools, supervision, insurance, and all incidental costs to complete each individual task, as set forth, described and shown in the Specifications and other Contract Documents.

Each and every person offering /proposing and named above must sign here. In case of firm, give the first and last name of each member in full with residence.

In the event an offer/proposal is submitted by or on behalf of any corporation, it must be signed in the name of such corporation by an authorized officer, or agent thereof, who shall also identify his name and office. The seal of the corporation shall be fixed.

Attest:

Corporate Principal

Date

By:_____

Printed Name: _____

Title:_____

In presence of Witness:

Co-Partnership Principal

Date

By:_____

Printed Name: _____

Title:_____

In presence of Witness:

Individual Principal/Owner

Date

By:_____

Printed Name: _____

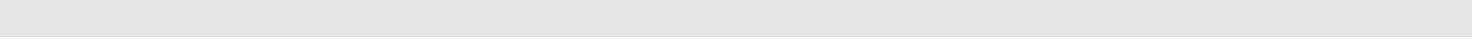
Title:_____

IF AN OFFEROR IS A JOINT VENTURE (JV), an officer from each JV member having the contractual authority to bind the proposed resources from its firm shall sign. Affix corporate seals, as applicable.

IF AN OFFEROR IS A CORPORATION, in addition to authorized signing officer signature(s), affix the corporate seal.

IF AN OFFEROR IS A PARTNERSHIP, a member of the firm fully authorized to bind the firm shall sign.

IF OFFEROR IS A SOLE PROPRIETORSHIP, the owner of the proprietorship or its fully authorized representative shall sign.



MARYLAND DEPARTMENT OF GENERAL SERVICES

PROJECT DESCRIPTION: WEB-BASED ELECTRONIC PROCUREMENT SERVICES

PROJECT NUMBER: 00ITIT818378

OFFEROR IDENTIFICATION:

Firm full legal name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Offeror's Contact (for clarification):

Name: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Federal Employer Identification Number: _____

PROPOSAL OFFER: The undersigned Offeror hereby submits this proposal in response to the Department of General Services' (Department) Request for Proposal (RFP) issued on _____ with regard to the contract named above.

By submitting this proposal/offer, the Offeror warrants it is a financially responsible entity and has the capacity and capability to execute the work as described in the RFP in accordance with the requirements of the RFP. It warrants it has carefully examined the RFP and Contract Documents for the above project, including the insurance requirements, and hereby offers to the State to execute the work in the manner described in the technical offer as submitted.

This offer shall remain open for 120 days for acceptance by the Department until such time as the offer/proposal has been considered by the Department and either rejected in writing or an award has been made by the Department of General Services.

The hours below reflect a sample model only prepared by the State, and is for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Part I –Cost for Services

A. Year One \$_____/Month x 7 Months = \$_____/Yr.
 K. Year Two \$_____/Month x 12 Months = \$_____/Yr.
 L. Year Three \$_____/Month x 12 Months = \$_____/Yr.
 M. Year Four \$_____/Month x 12 Months = \$_____/Yr.
 N. Year Five \$_____/Month x 12 Months = \$_____/Yr.
 O. Year Six \$_____/Month x 12 Months = \$_____/Yr.
 P. Year Seven \$_____/Month x 12 Months = \$_____/Yr.
 Q. Year Eight \$_____/Month x 12 Months = \$_____/Yr.
 R. Year Nine \$_____/Month x 12 Months = \$_____/Yr.
 S. Year Ten \$_____/Month x 12 Months = \$_____/Yr.

Part I Total: \$_____/Yr.

Fee Schedule for additional professional services

A. Project Manager: \$_____ Per Hour
 B. Research Analyst: \$_____ Per Hour
 F. Technical \$_____ Per Hour
 G. Subject Matter Expert \$_____ Per Hour
 H. Administrative: \$_____ Per Hour

BASIS FOR AWARD (Part I)

TOTAL CONTRACT COST (Part I)_____ DOLLARS
 AND _____ CENTS. (\$_____)

Award of this contract will be based on the most advantageous offer to the State, meeting the specifications, considering both technical and financial merit.

The foregoing prices include and cover the furnishing of all vendor/subcontractor labor and materials, mark-up, overhead, and profit, delivery, storage, burden, installation, equipment, tools, supervision, insurance, and all incidental costs to complete each individual task, as set forth, described and shown in the Specifications and other Contract Documents.

Each and every person offering /proposing and named above must sign here. In case of firm, give the first and last name of each member in full with residence.

In the event an offer/proposal is submitted by or on behalf of any corporation, it must be signed in the name of such corporation by an authorized officer, or agent thereof, who shall also identify his name and office. The seal of the corporation shall be fixed.

Attest:

Corporate Principal

Date

By:_____

Printed Name: _____

Title:_____

In presence of Witness:

Co-Partnership Principal

Date

By:_____

Printed Name: _____

Title:_____

In presence of Witness:

Individual Principal/Owner

Date

By:_____

Printed Name: _____

Title:_____

IF AN OFFEROR IS A JOINT VENTURE (JV), an officer from each JV member having the contractual authority to bind the proposed resources from its firm shall sign. Affix corporate seals, as applicable.

IF AN OFFEROR IS A CORPORATION, in addition to authorized signing officer signature(s), affix the corporate seal.

IF AN OFFEROR IS A PARTNERSHIP, a member of the firm fully authorized to bind the firm shall sign.

IF OFFEROR IS A SOLE PROPRIETORSHIP, the owner of the proprietorship or its fully authorized representative shall sign.



MARYLAND DEPARTMENT OF GENERAL SERVICES

PROJECT DESCRIPTION: WEB-BASED ELECTRONIC PROCUREMENT SERVICES

PROJECT NUMBER: 00IT818378

OFFEROR IDENTIFICATION:

Firm full legal name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Offeror's Contact (for clarification):

Name: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Federal Employer Identification Number: _____

PROPOSAL OFFER: The undersigned Offeror hereby submits this proposal in response to the Department of General Services' (Department) Request for Proposal (RFP) issued on _____ with regard to the contract named above.

By submitting this proposal/offer, the Offeror warrants it is a financially responsible entity and has the capacity and capability to execute the work as described in the RFP in accordance with the requirements of the RFP. It warrants it has carefully examined the RFP and Contract Documents for the above project, including the insurance requirements, and hereby offers to the State to execute the work in the manner described in the technical offer as submitted.

This offer shall remain open for 120 days for acceptance by the Department until such time as the offer/proposal has been considered by the Department and either rejected in writing or an award has been made by the Department of General Services.

The hours below reflect a sample model only prepared by the State, and is for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Part I –Cost for Services

A. Year One \$_____/Month x 7 Months = \$_____/Yr.

T. Year Two \$_____/Month x 12 Months = \$_____/Yr.

U. Year Three \$_____/Month x 12 Months = \$_____/Yr.

V. Year Four \$_____/Month x 12 Months = \$_____/Yr.

W. Year Five \$_____/Month x 12 Months = \$_____/Yr.

X. Year Six \$_____/Month x 12 Months = \$_____/Yr.

Y. Year Seven \$_____/Month x 12 Months = \$_____/Yr.

Z. Year Eight \$_____/Month x 12 Months = \$_____/Yr.

AA. Year Nine \$_____/Month x 12 Months = \$_____/Yr.

BB. Year Ten \$_____/Month x 12 Months = \$_____/Yr.

Part I Total: \$_____/Yr.

Fee Schedule for additional professional services

A. Project Manager: \$_____ Per Hour

B. Research Analyst: \$_____ Per Hour

I. Technical \$_____ Per Hour

J. Subject Matter Expert \$_____ Per Hour

K. Administrative: \$_____ Per Hour

BASIS FOR AWARD (Part I)

TOTAL CONTRACT COST (Part I)_____ DOLLARS

AND _____ CENTS. (\$_____)

Award of this contract will be based on the most advantageous offer to the State, meeting the specifications, considering both technical and financial merit.

The foregoing prices include and cover the furnishing of all vendor/subcontractor labor and materials, mark-up, overhead, and profit, delivery, storage, burden, installation, equipment, tools, supervision, insurance, and all incidental costs to complete each individual task, as set forth, described and shown in the Specifications and other Contract Documents.

Each and every person offering /proposing and named above must sign here. In case of firm, give the first and last name of each member in full with residence.

In the event an offer/proposal is submitted by or on behalf of any corporation, it must be signed in the name of such corporation by an authorized officer, or agent thereof, who shall also identify his name and office. The seal of the corporation shall be fixed.

Attest:

Corporate Principal

Date

By:_____

Printed Name: _____

Title:_____

In presence of Witness:

Co-Partnership Principal

Date

By:_____

Printed Name: _____

Title:_____

In presence of Witness:

Individual Principal/Owner

Date

By:_____

Printed Name: _____

Title:_____

IF AN OFFEROR IS A JOINT VENTURE (JV), an officer from each JV member having the contractual authority to bind the proposed resources from its firm shall sign. Affix corporate seals, as applicable.

IF AN OFFEROR IS A CORPORATION, in addition to authorized signing officer signature(s), affix the corporate seal.

IF AN OFFEROR IS A PARTNERSHIP, a member of the firm fully authorized to bind the firm shall sign.

IF OFFEROR IS A SOLE PROPRIETORSHIP, the owner of the proprietorship or its fully authorized representative shall sign.

State of Maryland Comptroller of Maryland

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

--	--	--	--	--

--	--	--	--	--

Taxpayer identification number:Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code), _____

ABA number

--	--	--	--	--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--

 Checking

--

 Money Market

--

 Savings

Account type

Format Desired: _____ CCD _____ CCD+ _____ CTX* (Check one.)

*Note – There may be a charge to you by your bank with this format.

A VOIDED CHECK from the bank account shall be attached.**Transaction requested:**

1. ___ Initiate all disbursements via EFT to the above account.

2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by * _____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.
COT/GAD X-10

ATTACHMENT H CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

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

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

C. THE BIDDER OR OFFEROR HEREBY WARRANTS THAT, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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

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

Date:_____By:_____
(Authorized Representative and Affiant)

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(A) has a State contract for services valued at less than \$100,000, or

(B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

(A) performs work on a State contract for services valued at less than \$100,000,

(B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or

(C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B(3) or C below.

(3) Service contracts for the following:

(A) services with a Public Service Company;

(B) services with a nonprofit organization;

(C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(D) services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

ATTACHMENT J – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- ☐ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- ☐ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- ☐ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT K PROPOSAL BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Offeror)

as Principal, hereinafter called the Principal, and

(Bonding Company)

a corporation duly organized under the laws of the state of _____, as Surety, hereinafter called the Surety, are held and firmly bond unto the State of Maryland, hereinafter called "State" for the sum of \$50,000, for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Contract #/001IT818378, Web-Based Electronic Procurement Services

NOW, THEREFORE, if the Principal, upon acceptance by the State of its proposal identified above, within the period specified herein for acceptance for one hundred-twenty (120) days, shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the proposal as accepted within the time specified ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its proposal, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the proposal that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the proposal.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

In Presence of:
Witness

INDIVIDUAL PRINCIPAL

_____ as to _____ (SEAL)

In Presence of:
Witness

CO-PARTNERSHIP PRINCIPAL

_____ (SEAL)

(Name of Co-Partnership)

_____ as to BY: _____ (SEAL)

_____ as to _____ (SEAL)

_____ as to _____ (SEAL)

CORPORATE PRINCIPAL

Attest:

(Name of Corporation)

_____ BY: _____
Corporate Secretary President

AFFIX
CORPORATE
SEAL

SURETY

Attest:

(Name of Surety)

_____ BY: _____
Secretary President

AFFIX
CORPORATE
SEAL

Bonding Agent's Name _____

Agent's Address _____

Business Address of Surety _____

ATTACHMENT L PERFORMANCE BOND

Principal _____

Business Address of Principal _____

Surety _____

a corporation of the State of _____
and authorized to do business in
the State of Maryland

Obligee: STATE OF MARYLAND

By and through the following

Department _____

\$1,500,000 (one-million, five hundred thousand dollars)

Penal Sum of Bond (express in words and figures)

_____, 2011

Date Bond Executed

Contract Number: #001IT818378

_____, 2011

Description of Contract: Web-Based Electronic Procurement Services Date of Contract _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Department named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of the time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Department, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Department to be in default under the Contract, the Surety may, within 19 days after notice of default from the Department, notify the Department of its election to either promptly proceed to remedy the default or promptly to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Department thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on the Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: **INDIVIDUAL PRINCIPAL**
Witness
_____ as to _____(SEAL)

In Presence of: **CO-PARTNERSHIP PRINCIPAL**
Witness
_____(SEAL)
(Name of Co-Partnership)

_____ as to BY : _____(SEAL)
_____ as to _____(SEAL)
_____ as to _____(SEAL)

CORPORATE PRINCIPAL

Attest:

(Name of Corporation)

BY: _____
Corporate Secretary President

AFFIX
CORPORATE
SEAL

SURETY

Attest:

Signature BY: _____

AFFIX
CORPORATE
SEAL

Title: _____

(Business Address of Surety)

Bonding Agent's Name _____ - _____

Agent's Address _____

This agreement made this _____ day of _____, 2011, between _____ (hereinafter referred to a “Vendor”) and the Department of General Services (hereinafter referred to as “the Department”). Pursuant to Request for Proposal Package and all attachments, dated _____; and Blanket Purchase Order #001IT818378 (hereinafter referred to as “the contract”), the Vendor produces certain Web-Based Electronic Services. As a condition for its receipt and access to _____, the Vendor agrees as follows:

The Vendor will not disclose, publish, release, transfer, disseminate or use for any purpose in any form any information contained in the confidential files, except to perform it duties under the contract.

Each employee or agent of the Vendor who receives or has access to the confidential files or any part thereof shall execute a copy of this Agreement and the Vendor shall provide the executed Agreement to the Department.

The Vendor shall return all copies of the confidential files upon termination of the Contract or upon request of the Department of General Services.

This Agreement shall be governed by the laws of the State of Maryland.

The Department or the State of Maryland may take any action necessary to enforce this Agreement.

VENDOR:

Maryland Department of General Services

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT O PROCUREMENT OFFICER'S CHECKLIST (DRAFT)

RFP	Requirement
3.2	Were an unbound original and six (6) copies of the Vol I A, B, or C -Technical Proposal submitted?
3.2	Was an electronic version submitted in MS Word or Excel format for Vol I A, B, or C enclosed in the original copy of the Tech Proposal?
3.3	Was each Volume in a separate, sealed package and labeled Volume I, Technical Proposal A, B, or C, and bearing the RFP title and number, name and address of Offeror, Volume number, closing date and time of receipt of the proposals on outside of package, with all volumes consecutively numbered from the beginning?
3.4.2	Was there a Title page and Table of Contents? Were there any statements of confidentiality or proprietary and reasons stated for each claim of confidentiality?
3.4.2	Did the Technical Proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the Tech Proposal? Was confidential information identified after title page of Technical Proposal?
3.4.3	Is there an exec sum, which condenses and highlights the contents of the Tech Proposal?
3.4.3	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the Contract (Atch A) or any other attachments?
3.4.3	If there are no exceptions, does the executive summary so state?
3.4.4	Does the Offeror provide organization chart identifying names and titles of key team members.
3.4.5	Does Offeror include prior experience conducting these services for at least 3 public sector clients of similar size, and provide a list of eprocurement service related customers within the last 3 years, and demonstrate their capabilities and expertise?
3.4.6	Did the Offeror address each applicable criterion in the Technical Response to RFP Requirements? To include a detailed approach to meeting goals, objectives of 1.3 and functionality in Section 2, and provide narrative responses to all of 3.4.6?
3.4.7	Did the Offeror provide 3 client references for 2 governmental or quasi-governmental jurisdictions for similar size and scope, with contact points, contract value, contract period and services provided?
3.4.8	Did the Offeror submit financial statements (P&L/balance sheet) for the last two years and a certificate of insurance?
3.4.9	Did the Offeror address economic benefit factors?
3.4.10	Did the Offeror identify subs and their roles?
3.4.11, 12, 13, 14, 15, & 16	Did the Offeror provide: a completed Bid/Proposal Affidavit (Atch B); Certified MBE Utilization and Fair Solicitation Affidavit (Atch D-1); Conflict of Interest Affidavit (Atch H); LW Affidavit (Atch J), Bid Bond (Atch K) and Nondisclosure Agreement (Atch M);. Were all the blocks filled in and were the Affidavits signed?