



**MARYLAND EDUCATIONAL ENTERPRISE CONSORTIUM
(MEEC)**

**REQUEST FOR PROPOSAL # 91372
FOR**

**INFORMATION TECHNOLOGY (IT) PROFESSIONAL
CONSULTING SERVICES
PRIMARILY ENTERPRISE RESOURCE PLANNING
INCLUDING CLOUD BASED AND SELF-HOSTED SOLUTIONS**

ISSUE DATE: JANUARY 29, 2016

IMPORTANT NOTE: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

ISSUING OFFICE ON BEHALF OF MEEC:
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
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SOLICITATION SCHEDULE

Issue Date:	January 29, 2016
Vendor Questions Regarding Solicitation Due: (See Section I, Para 3)	February 12, 2016
Vendor Technical Proposal Due:	February 26, 2016 on or before 11:59 pm (to be submitted electronically per instructions in Section I, Paragraph 6, required contents are detailed in Section III, Article 1.)
Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist:	March 18, 2016
Vendors Price Proposal Due:	April 1, 2016 on or before 11:59 pm (to be submitted electronically per instructions in Section I, Paragraph 6)
MEEC Notifies Selected Vendors	Anticipated by April 29, 2016
Master Contract executed by selected Contractors:	May 6, 2016 (Projected)
Board of Regents Approval:	June 17, 2016 (Projected)
Board of Public Works Approval:	June 22, 2016 (Projected)
Contract Commencement:	July 1, 2016 (Projected)

END OF SOLICITATION SCHEDULE

SECTION I:
GENERAL INFORMATION

SECTION I: GENERAL INFORMATION

1. Summary:

1.1 The purpose of the MEEC IT Professional Consulting Services Request for Proposal (RFP) is to procure IT services for a variety of IT professional services on an ‘as needed basis’ to support the members of the Maryland Educational Enterprise Consortium (MEEC).

The Maryland Education Enterprise Consortium (“MEEC” or “USM/MEEC”) is an unincorporated member organization that was initiated and is currently hosted by the University System of Maryland (USM). MEEC members consist of colleges and universities in Maryland, K-20 education partners in Maryland, and libraries, museums and other education related institutions. MEEC was created to provide quality information technology opportunities at affordable prices. For a profile of the MEEC and the list of prospective participating institution members, see www.meec-edu.org.

The University of Maryland University College (UMUC) is procuring these services on behalf of MEEC.

1.2 For this initiative, MEEC will require a full range of IT Professional Consulting Services Contractors (hereafter may be referred as “Consultants” or “Contractors” or “Proposers”) to assist in the effort of developing, maintaining and optimizing existing and new IT systems for MEEC members, primarily for ERP systems, including cloud based and/or self-hosted solutions. As used in this RFP, Enterprise Resource Planning (ERP) is business process management software that allows an organization to use a system of integrated applications to collect, store, interpret and manage the work flow and data of many business functions including, but not limited to, finance, payroll, procurement, operations and human resources. **Higher preference will be given in evaluation of proposals from Contractors who are certified partners or affiliates for the specific ERP software for which it is proposing.**

Multiple Master Contract awards are anticipated. Awards will be made by IT Professional Consulting Services categories. Contractors may be awarded a Master Contract in one or multiple categories. **Contractors are to indicate for which IT Professional Consulting Services categories they are submitting a Proposal.** (See Transmittal Letter in Appendix A.)

The resulting contract will be a master contract (“Master Contract”) available for use by all eligible MEEC members (i.e., MEEC members in good standing). Only members of MEEC in good standing are permitted to use the Master Agreement(s) contemplated by the RFP. The Master Contract will include the awarded Contractor’s hourly rates for various IT professional consulting positions with general terms and conditions applicable to all IT professional consulting services purchases made under the Master Contract. It is the intent of USM/MEEC that a USM/MEEC contract in the form attached hereto as Appendix C be issued to and executed by the successful Contractor(s). (Refer to Solicitation Section I, Paragraph 9. for further information.)

Upon the award of the Master Contract, the awarded Contractor(s) will deal directly with the Buying MEEC Member regarding that Member’s specific IT professional consulting services

needs in accordance with the Member's procurement and contracting processes and procedures. By utilizing the Master Contract, the Buying MEEC Member agrees to substantially accept the terms and conditions of the Master Agreement.

1.3 Services are to be provided as end to end or outcome based assignments/project based solutions in response to Task Order Request for Proposals (TORP) pursuant to an award of a Master Contract. Each MEEC Member will conduct the TORP process as it deems in its best interest while adhering to the Member's procurement policies and procedures. A general Task Order Request for Proposal process is included in this Solicitation in Section II, Paragraph 3, however, each MEEC Member will have the flexibility to adapt this process to meet its needs.

Refer to Section II Scope of Work for further details.

1.4. Response to this RFP will consist of:

- a. Technical Proposal, and,
- b. Price Proposal

See Section III for further details regarding the proposal requirements and procurement phases.

1.5 Upon selection of the Master Contractors, a USM/MEEC non-exclusive contract (See Appendix C for the sample Master Contract) will be issued to and executed by the successful firms. Upon receipt of applicable approvals, the Master Contract will be fully executed by USM/MEEC. All Proposers are advised that USM/MEEC makes **no guarantee** that any task orders will be issued or any minimal dollar amount will be spent under the resulting Master Contract. However, MEEC anticipates that its members will elect to utilize the resulting Master Contract(s) for a variety of assignments and projects due to the ease of using such Master Contract(s) including, but not limited to, favorable educational pricing.

1.6 USM/MEEC anticipates the recommendation of the award to external approving bodies and Master Contracts to be in place with the successful Proposers per the Solicitation Schedule. Shortly thereafter, MEEC members may begin procuring Task Orders via the Task Order Request for Proposal (TORP) implementation procedures for IT Professional Consulting Services engagements. The Master Contracts will be aligned to USM/MEEC's fiscal year, July 1 through June 30, so the initial term of the Master Contracts will be from date of award/full execution of the contracts (i.e. the date that USM/MEEC signs the Contract) through June 30, 2025.

1.7 Refer to Appendix S for the USM/MEEC Solicitation Terms and Conditions that are applicable to this RFP.

2. Issuing Office:

2.1. The Issuing Office is:

University of Maryland University College
Office of Strategic Contracting
3501 University Blvd East
Administration Building - Suite ADMIN 2344
Adelphi, MD 20783-8044

Attn: Valerie Rolandelli
AVP, Strategic Contracting
Tel : (301) 985-7895
E-mail: valerie.rolandelli@umuc.edu

Or Vera Jones
Coordinator
(301) 985-7006
vera.jones@umuc.edu

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

3. Questions and Inquiries:

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by the dates established for each phase of the procurement per the Solicitation Schedule. It is preferable that questions be submitted via e-mail to the people identified in Paragraph 2 above. Inquiries will receive a written reply. Copies of replies will be sent to all other Contractors known to have the RFP, but without identification of the inquirer.

4. Pre-Proposal Conference.

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

5. Addenda Acknowledgment.

Contractors responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. Receipt of the addenda, amendments and/or change issued must be acknowledged in writing by Contractors as instructed in the addendum.

6. Proposal Closing Date/Due Date and Time:

6.1 **Technical Proposal:** The Technical Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Technical Proposals are to be submitted electronically attached to an email in PDF format. Hyperlinks to software products sent to UMUC's Issuing Office that indicate that the Technical Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and**

conditions (i.e. a Click through Agreement) are required to be accepted by USM/MEEC in order to download the Technical Proposal. By providing to USM/MEEC the Technical Proposal electronically, the Contractor grants USM/MEEC the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

6.2. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be in accordance with Paragraph 6.1 above to University of Maryland University College's Issuing Office (see paragraph 2 above.) The time on the 'sent' email from the Proposer will be used to determine timeliness.

6.3 Refer to the Solicitation Schedule and Section III of the RFP for information regarding subsequent submittals during the procurement process.

Note: No pricing is to be provided in the Technical Proposal submittal. Price Proposals will be requested only of the shortlisted Contractors upon completion of the evaluation of Technical Proposals.

7. Minority Business Enterprises (MBE):

7.1 Due to the variety of MEEC members, a minimum overall MBE subcontractor participation goal has not been established for the aggregate of all Task Order Contracts pursuant to this RFP. Rather, the Buying MEEC Member shall assess the potential for an MBE subcontractor participation goal, and any applicable sub-goal, for each TORP issued in compliance with the Buying MEEC Member's procurement policies and procedures related to MBE. Each Offeror who submits an Offer in response to this RFP 91372 **shall** complete, sign and submit, without edits, MBE Attachment A Master Contractor Acknowledgement of TORP MBE Participation Commitment at the time it submits its **technical response. Failure to do so shall result in the USM/MEEC's rejection of the Offeror's Proposal to the RFP. This is non-curable.**

7.2 Once the Master Contracts are awarded, the Buying MEEC Member, in compliance with its procurement policies and procedures related to MBE, shall assess the potential for an MBE subcontractor participation goal for the specific Task Order Request for Proposal (TORP) issued under the resulting Master Contracts and shall set a goal (and sub-goals), if appropriate. Master Contractors responding to a TORP containing an MBE goal (and sub-goals) **shall complete, sign, without edits, and submit all required MBE documentation as applicable to either the Task Order Proposal (TOP) or the Task Order Contract (TOC).** See Appendix M of this RFP for detailed information regarding MBE requirements for those Buying MEEC Members subject to the State of Maryland's MBE program.

7.3 State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible.

7.4 For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.

8. Small Business Reserve (SBR)

If the Buying MEEC Member's procurement policies and procedures allow the right to designate any TORP issued under the Master Agreements as a Small Business Reserve, or similar program, the Buying MEEC Member reserves the right to do so. For those Buying MEEC Members who are subject to the Annotated Code of Maryland, the resulting TO Contract may only be awarded to a Master Contractor that is a certified small business, that meets the statutory qualifications of a Small Business as defined in §14-501(c), State Finance and Procurement (SFP) Article, Annotated Code of Maryland, and is registered with the Department of General Services (DGS) SBR Program. The Buying MEEC Member shall assess the potential for an MBE subcontractor participation goal, if applicable, for each SBR TORP per Paragraph 7 above.

Throughout the term of the Master Contract, Master Contractors qualifying or disqualifying under State of Maryland SBR guidelines shall notify the MEEC Contract Manager of change in status. Should a Master Contractor become SBR certified after award of a Master Contract, the Master Contractor shall notify the MEEC Contract Manager and provide the MEEC Contract Manager with its DGS-assigned SBR Qualification number.

Information regarding the SBR Program and Small Business standards can be obtained from the DGS website at www.smallbusinessreserve.maryland.gov.

9. Contractual Agreement.

The Master Contract to be entered into as a result of this RFP (the "Master Contract" or "Contract") shall be by and between the proposer as Contractor and USM/MEEC in the form of an USM/MEEC Master Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by USM/MEEC or the State of Maryland. By submitting an Offer (i.e. the firm's Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Contractor warrants that they have reviewed Appendix C and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by USM/MEEC. The awarded Master Contractors should not assume that any term and condition of the Master Contract is negotiable.

The terms and conditions of the Master Contract shall apply to all subsequent task orders. USM/MEEC and/or the Buying MEEC Member, at its sole discretion, may allow negotiation of terms and conditions in the Master Contract related to a specific task order. The awarded Master Contractors should not assume that any term and condition of the Master Contract is negotiable at the task order level.

Subsequent to the signing of the Master Contract, the Buying MEEC Member may also require the signing of a Task Order Contract or Agreement (TOC or TOA) that is specific to the IT Professional Consulting Services engagement services to be provided by the Contractor to the Buying MEEC Member. The TOC or TOA may contain specific mandatory terms and conditions applicable to the specific task order scope of work and/or the Buying MEEC Member's contract requirements.

For accounting purposes only, the Buying MEEC Member may also issue a purchase order to the awarded Master Contractor for each TOC.

10. Term of the Contract:

Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of USM/MEEC, or such other date as USM/MEEC and the Contractor shall agree. The Master Contract will be for the Scope of Work as defined in Section II of the solicitation documents.

The Master Contract is anticipated to commence per the Solicitation Schedule and will be through June 30, 2025, (based on an anticipated award in late June 2016, this is approximately nine (9) years) (the “Term”). If /the USM/MEEC elects to discontinue the Master Contract or a Task Order Contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made.

At three (3) year intervals following the award of the Master Contracts, USM/MEEC intends to announce an Expansion Window during which new Offerors may propose to become Master Contractors. Further, during an announced Expansion Window, USM/MEEC intends to allow existing Master Contractors to propose to add functional areas to their Master Contract. Expansion Windows will continue through Year 6 of the Master Contract.

The USM/MEEC, at its sole option and with thirty (30) days notice to the Contractor, may elect to discontinue the Master Contract at any time during the Term of the Master Contract with no further obligations to the Contractor and with no penalty. As well, the Buying MEEC Member may elect, at its sole option, and with thirty (30) days’ notice, discontinue any task order done under a Master Contract with no further obligations to the Contractor and with no penalty.

Any task order that commences during the Term or any Renewal Term(s) of the Master Contract may be completed under the Master Contract terms and conditions and/or the Task Order Contract terms and conditions, even if the completion date of the Task Order is subsequent to the termination and/or expiration of the Master Contract.

11. Acceptance of Terms and Conditions.

By submitting an Offer in response to this RFP, a Contractor shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference. Refer to the Master Contract in Appendix C for the order of precedence of documents.

12. Proposal and Contract Security (i.e. Bonds) – Not applicable to this RFP, but may, at the sole discretion of a Buying MEEC Member, be applicable to individual task orders provided under the resulting Contract(s).

13. Confidentiality of USM/MEEC’s and/or Proposer’s Information – Refer to Appendix S.

END OF SECTION I

SECTION II
SCOPE OF WORK/REQUIREMENTS

SECTION II

SCOPE OF WORK/REQUIREMENTS

1. Purpose:

The purpose of the IT Professional Services Initiative is to select multiple IT Professional Services Contractors capable of partnering with the USM/MEEC and its Members to provide ongoing ‘on-call, as needed’ services related primarily for ERP systems used in an educational environment, however, the resulting contracts may also be used for adhoc consulting for a variety of technology organizational and system needs. For this initiative, USM/MEEC will require a full range of IT Professional Consulting Services to assist in the effort of developing, implementing, maintaining and optimizing existing and new IT systems. IT systems may be cloud based or self-hosted (on-premise). Note: These contracts are not intended to be used to procure the actual software, Software as a Service (SaaS) solutions, or cloud based software subscriptions, but rather are for the professional services that may be associated with the use of software, SaaS solutions, or cloud based software subscriptions. Examples include but are not limited to: PeopleSoft, Workday, Banner (Ellucian), Jenzabar, Salesforce, and others.

The USM/MEEC is seeking IT Professional Consulting Services partners, preferably with a minimum of 5 years experience in education (K-12, Community Colleges, Higher Education, Libraries, and Museums) technical and functional consulting, to provide ongoing on-call services related to technology (primarily ERP) systems, such as, but not limited to the examples listed above.

Successful responding firms must have strong education experience (K-12, Community College, Higher Education, library and/or museum) and will be expected to be capable of supplying fully qualified individuals, typically with strong education experience, on relatively short notice from participating MEEC Members. The responders must be able to demonstrate significant levels of experience that will provide them with thorough grasp of both the applications and the educational environment in which these applications are deployed. In addition to direct knowledge of the applications as they pertain to educational clients (similar to the MEEC members), the responding firms must also evidence by their experiences a complete knowledge of process re-design, change management, web based services, enterprise wide project management, knowledge transfer techniques and training. It is preferred, and for some TORP’s will be required, that the Contractor be a certified partner or affiliate of the software for which it is proposing professional services.

Requested Services may be provided ranging from major turnkey projects (complete start to finish and ready for use) to smaller projects and ad-hoc consulting. Master Contracts will result from this solicitation with subsequent Task Order Contracts and/or Purchase Order agreements awarded on a MEEC Member by MEEC Member basis. At the completion of the evaluation by the Buying MEEC Member of TORP responses, the selected Master Contractor, will be issued a Task Order Contract (TOC) and/or a Purchase Order (PO) by the Buying MEEC Member. The TORP may be presented as a detailed Statement of Work or as a business problem requiring respondents to prepare and submit a detailed proposal stating the respondents’ intended action plan to result in a solution to the business problem presented. The Contractor will be expected to provide leadership and supervision for its consultants assigned to a resulting TOC engagement while collaborating with a designated Buying MEEC Member point of contact.

Work may be done full time or part time, on a fixed fee basis, not-to-exceed fee basis, or Time and Materials basis. Work may be done on-premise or remotely at the discretion of the Buying MEEC Member.

2. Scope of Services

2.1 The services required will include, but are not limited to, longer term partnering relationships for major implementations and/or upgrades including new module implementations primarily, but not exclusively for ERP Systems (see #1 above) and shorter term, ad-hoc engagements directed toward limited scope of work efforts for a variety of technological consulting needs. **Contractors responding to this solicitation may elect to respond for the entire scope of services, or for only certain categories.**

The Information Technology Professional Consulting Services categories are:

- ERP Implementation, Upgrade and Integration
Capability to provide either full lifecycle services or ad hoc problem solving for commercial-off-the-shelf, SaaS, or cloud based ERP systems to include initial implementation, upgrade management and all related services. MEEC institutions have ERPs from almost the full range of providers (Oracle, Ellucian, Jenzabar, Workday, Quali among others) and in a variety of lifecycle stages. It is anticipated that respondents in this category would have significant bench strength to meet long term needs of major projects or specific skill sets for meeting specialized needs related to ERP.
- Change Management/Strategic Planning
Services to include development of strategic plans on the institutional level, tactical business process analysis, proposals for process redesigns, communication, user acceptance, organizational transformation, structural reorganization. Ability to provide guidance and support from initial concept, proposal development, through to implementation and evaluation
- Technology Management
Includes services related to support of IT specific functions including technical architecture, strategic information system planning, project management, audit preparation and response, data base management, hardware configuration, software quality assurance, technical design and implementation. Ability to provide recommendations for operational improvement and performance management
- Transition to Cloud Applications, Shared Services and Managed Services
Provide decision support, institutional readiness assessment, guidance and transition assistance for movement of on-premise software to cloud environments. Provide professional services and/or support for hosting or managed services transitions and implementation tasks, including, but not limited to, providing the managed services and/or hosting services on an ongoing basis. Develop recommendations and tactical steps to implement shared services environments either on-premise or cloud based
- Analytics
Provide professional services for the development and or implementation of Analytics products, data analysis, business intelligence, reporting, KPIs, dashboards, predictive analytics, data warehouses and other statistical tools

- **Training**
Ability to provide training programs for both ERP and ancillary software for either technical staff, functional users or both. Training may be on-premise, vendor site or virtual as needed by the buying organization

2.2 Professional Consulting Services: Professional Consulting Services for the above reference IT Categories may include, but not be limited to, the following:

2.2.1 Upgrades:

Services will include long term (typically several months to one year or more) efforts to upgrade or enhance major components of the ERP systems. Responders will provide consultants with significant experience in in these Enterprise system implementations and upgrades to assist current staff in completing the upgrade and enhancements with new technical/functionality of these and other modules. Responders may be asked to either provide on-site consultants or may propose the use of managed services (remote upgrade labs, hosting services, etc.) or any combination of these and other alternatives.

2.2.2 Managed Services:

Services will be provided either on site or remotely such as upgrade labs, hosting services, legislation/regulation update (legs/regs) services, maintenance for unsupported products, application managed services, or desktop services, etc.

2.2.3 Major Technology Implementation Projects such as, but not limited to, Human Resources, Financials, Purchasing, Student Data Administration, Student Systems, Housing, Health, Auxiliary Services, Facilities Management and other systems related to overall management of education, library, and museum institutions. Services under this section may include full range of consulting to include project management, technical and functional user support throughout the project lifecycle.

2.2.4. Limited time, ad hoc consulting efforts:

Services will focus on the shorter term (typically weeks to months) with specific contracts awarded. Scopes of Work (SOW) will typically be presented by the Buying MEEC Member for isolated tasks of limited duration aimed at the resolution of one or more specified issues. These SOW's may cover either technical or functional areas. SOW's may cover processes that are part of a major upgrade or implementation or may deal with issues associated with other IT or functional user related areas, such as technology needs assessments, technology organization issues, training in technical and functional areas, etc. Tasks may range from purely technical to purely functional or a mixture of both. Task orders may be as short as a single day or may extend over months.

Examples of a typical ad-hoc consulting effort might be:

- Provide a consultant for two weeks to assist on campus staff in the building of a particular vendor product related data table.
- Provide specific help with database issues in either Oracle, MS SQL Server or others.
- Assist a functional unit on assessing its technology needs to improve its business processes and user experience;
- Conduct business process improvement, business process re-engineering, or Fit Gap analysis of a technology or functional unit and make recommendations for service improvement to internal or external customers;
- Assign a subject matter expert to the Buying MEEC Member to assist in identifying and/or resolving a specific technical issue

3. USE OF MASTER CONTRACTS BY BUYING MEEC MEMBERS

Generally, the Buying MEEC member will follow this process, although the Buying MEEC Member may adapt this process to meet its specific needs and/or to comply with its procurement policies and procedures.

3.1. Task Order Request for Proposal (TORP) Process: The TORP process will generally be handled as follows:

- a. **Scope of Work and Proposals:** As the need for IT Professional Consulting Services arises, the Buying MEEC Member will contact a minimum of two, although more is preferable, Master Contractors (if available) in the applicable IT Professional Consulting category. However, at its sole discretion, the Buying MEEC Member may contact a single Master Contractor if a) the Buying MEEC Member's procurement policies permit; and/or b) if it is determined by the Buying MEEC Member to be in its best interest. The requesting department of the Buying MEEC Member organization will provide to the Buying MEEC Member's appropriate staff person:
 - (1) Written business issue and/or requirements for the particular scope of work for the related services inclusive (at a minimum) of:
 - High level functional requirements or business issue to be resolved;
 - Required schedule for the start and completion of the engagement; and,
 - A detailed Statement of Work or a business issue/problem;
 - (2) The Buying MEEC Member, in collaboration with the applicable IT group, will develop a written TORP that may require the following technical/qualifications and price criteria to be addressed by the Master Contractors:
 - (a) Methodologies to be utilized to provide the requested Service(s) required with qualifications; proof of certification as a partner of the system for which services are proposed; recommended project management/work plan that may include may include, but is not

limited to: specific deliverables and timelines for their successful completion; criteria for evaluation and acceptance of key milestones; communication plans; risk assessments and risk mitigation plans as applicable; change management plan including approval by the Buying MEEC member; as well any other project activities that may be specifically required in the TORP document.

- (b) Staffing Plan for providing the required services. Such plan may include, but is not limited to, the executive management, project management, technical and functional consultants, trainers, etc., and summary of the proposed staffs' expertise. If requested, references of similar projects are to be provided for the proposed staff so that the Buying MEEC Member may, if it so chooses, check references.
- (c) Similar firm experience with other educational customers/clients including contact information so that the Buying MEEC Member may, if it so chooses, check references.
- (d) Utilization of Subcontractors, if any, that are proposed to provide some of the required services. If subcontractors will provide some or all of the required services, the Buying MEEC may request references of the subcontractors; past working relationships with the Master Contractor; firm experience, MBE status/allocation, etc. to be provided for the subcontractor.
- (e) A schedule of tasks and level of effort to ensure that the required time frame to complete the work is in accordance with the Buying MEEC Member's scope,
- (f) If an MBE subcontracting goal is established by the Buying MEEC Member, a statement indicating the MBE percentage commitment for the project (Note: Contractors are encouraged to seek Maryland State Certified MBE's to participate in the resulting Task Orders.) If an MBE goal is set for a specific TORP and the Buying MEEC Member complies with the State of Maryland's MBE Program requirements, the MBE Forms in Appendix M will be required to be completed and submitted as specified in the TORP, and,
- (g) Quoted price which may be: a) lump sum fee; b) not-to-exceed price for the services (dependent on the requirements within Buying MEEC Member's scope of services); or c) time and material estimate. Generally, the Buying MEEC Member will request a breakdown of the quoted price by staff position, task hours for each staff person, and billable hourly rate (Master Contractors are required to apply the quoted maximum or better hourly rates for the proposed staff as established and specified in their Master Contract with USM/MEEC.)

Note: In addition to the information noted above, the Buying MEEC Member reserves the right to request additional information from the

Master Contractors as it deems appropriate for the scope of services. In such instances, this request will be included in the TORP issued by the Buying MEEC Member.

- (3) The Buying MEEC Member may conduct a pre-proposal meeting, if applicable, with the invited awarded Master Contractors.
- b. The Master Contractors will provide to the Buying MEEC Member's designated staff person a Task Order Proposal ("TOP") for the requested services that addresses the specified technical and price criteria.
- c. **Evaluation of TOPs:** The evaluation criteria and evaluation process is solely at the Buying MEEC Member's discretion and will be included in the requirements and/or scope of work for the related Task Order Request for Proposal (TORP) issued by the Buying MEEC Member. The Buying MEEC Member will establish an Evaluation and Selection Committee ("Committee") that will be responsible for the review and evaluation of the Task Order Proposal responses received. The Buying MEEC Member will evaluate the Task Order Proposals for, but not limited to, cost advantage, proposed assigned key personnel's expertise and time commitment, firm experience and expertise, references of the firm and/or key personnel, MBE commitment, ability to meet the required schedule, ability to provide the scope of services, etc.

As part of the evaluation, the Committee may request interviews of proposed Master Contractor team members and/or discussions with the Master Contractors.

Following the evaluation of the proposal, including any applicable interviews and/or discussions, an award will be made by the Buying MEEC Member to the Master Contractor(s) with the most advantageous proposal. The award will be based in accordance with the TORP and may be based:

- (1) solely on price with the lowest responsive and responsible cost receiving the award;
 - (2) on a combination of technical and price evaluation/ranking, or
 - (3) solely on technical expertise, followed by the Buying MEEC Member negotiating a fee with the top ranked Contractor; in the event of unsuccessful negotiations, the Buying MEEC Member may discontinue negotiations with the top ranked firm and proceed to the next rank, and so forth.
- d. **Award of a Task Order:** Dependent upon the Services to be provided or the nature of the assignment/engagement, a Task Order Contract (TOC) and Purchase Order (P.O.), or solely a Purchase Order will be issued by the Buying MEEC Member to the successful Master Contractor for each specific task order. The business terms and conditions of the Master Contract will apply unless specifically revised, at the Buying MEEC Member's sole discretion, for a specific Task Order Contract.

The Master Contractor will be expected to provide leadership and supervision for its consultants assigned to a resulting TOC engagement while collaborating with a designated Buying MEEC Member point of contact.

3.2 Non-Visual Access

Where applicable, the following will apply to TORPs:

By submitting a TO Proposal, the Master Contractor warrants that the information technology offered under the TO Proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual 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 non-visual access. The Master Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Master Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations.

END OF SECTION II

SECTION III

PROCUREMENT PHASES AND EVALUATION PROCESS

**SECTION III
ARTICLE 1**

TECHNICAL PROPOSAL REQUIREMENTS

1. Technical Proposal: Refer to the Solicitation Schedule for due date for the Technical Proposal. **Technical Proposal, including any clarifications, amendments, modifications, etc. to the Technical Proposal will be considered by USM/MEEC as an Offer from the Proposing Firm.**

The Technical Proposal should be prepared in a clear and concise manner and should have page numbers for ease of reference by the USM/MEEC Evaluation Committee. The contents of the Technical Proposal must address the following items 2.1 through 2.4, and additionally, must include the appropriate completed forms as indicated in item 2.5 and 2.9. Failure to include any of the items listed may result in the Technical Proposal being found non-responsive and/or will affect the evaluation of your firm's Technical Proposal response.

The Technical Proposal submitted in response to this Solicitation must demonstrate that the Contractor has sufficient expertise and experience to meet a variety of USM/MEEC requirements as well as an understanding of the master contract scope and objectives.

It is the Contractor's responsibility to tailor its response to demonstrate its expertise and qualifications to meet the master contractor objectives and perform the scope of work/services specifically for USM/MEEC rather than providing a 'cookie cutter/template' response.

1.1 Transmittal Letter and Format: Contractors are asked to paginate the Technical Proposal. A Transmittal Letter (see Appendix A) that includes the name, title, phone number including extension number, and email address of the Proposing Firm's contact for the Technical Proposal response, **and the IT Professional Services categories that are being offered** to be provided. The Transmittal Letter is to be signed by an appropriate/authorized person of the Proposing Firm. (See Paragraph 3. below.)

2. Technical Qualifications Criteria:

2.1 Firm Profile: For each IT Professional Consulting Service category that your firm is offering to provide, provide a description of your firm's qualifications to perform the requested services inclusive of the following information:

- a. Provide general information about the Proposing Firm: types of work done, primary business focus or specialty, number of employees by job category, etc.
- b. An organization chart of the company showing parent company and any affiliates as well as where company that will be servicing the USM/MEEC is found on the organization chart.
- c. Address of firm's headquarters, nearest offices, and branch offices.
- d. Address of the office that will be serving USM/MEEC.
- e. Indicate what percentage of the firm's business is related to similar IT Professional Consulting Services as being requested in the Solicitation, including, but not limited to,

ERP Applications and what percentage of the firm's business is related to each ERP system.

- f. Indicate the certifications that the firm holds for various ERP/IT systems (i.e. Oracle Partner; Certified Workday Partner; Certified/Affiliate of _____, etc.)
- g. Describe the relationships the firm has with ERP/IT systems vendors including how the firm partners with application providers to insure successful upgrades/implementations.
- h. Describe the firm's database hosting qualifications.
- g. Describe the firm's managed services qualifications.
- i. Provide a list of firm's educational clients, particularly noting those educational clients located in Maryland. Describe the firm's education focus including what percentage of the firm's business is dedicated consulting in education information systems, in particular for K-12; Community Colleges, Higher Education, Libraries, and Museums
- j. Describe the firm's knowledge and experience in enterprise-wide software, particularly in enterprise systems.
- k. Annual Sales Volume for company and the branch office which will service the USM/MEEC on a per year basis for the last three (3) years [2013, 2014, and 2015].
- l. Annual Sales for IT Professional Consulting Services (list all that apply)
- m. Financial Attestation: Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement; or e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

***NOTE:** To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), USM/MEEC may, at its sole discretion, request that the shortlisted Proposers and/or the selected Contractor(s) shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.*
- n. Any other notable facts that may aid in the selection process: Proposer may provide special/unique qualifications and/or experiences of the firm which make it uniquely capable to provide IT professional consulting services on the USM/MEEC's Contract. Special firm and/or individual expertise may be included.

2.2 **Firm Experience:** For each IT Professional Consulting Services category for which the Proposer is offering its services, provide a minimum of three (3) projects/contracts which are similar or relevant to the USM/MEEC's scope of work as indicated in Section II. All projects/contracts submitted under these technical proposal criteria must be a maximum of five (5) years old based on the project contract completion date with higher consideration given to projects less than three (3) years old. **A minimum of one (1) project/contract must be for an educational client**, with higher consideration in the evaluation if more than one is for an educational client.

The project submissions shall include the following:

- Project Name and Location;
- Project Owner, Contact Person, email address, and Telephone Number, including extension number, if applicable;
- Brief Description of IT Professional Consulting Services Provided (work provided; dollar amount of the work; schedule of the work done; types and applicable versions of ERP Applications involved; number and roles of staff provided by Contractor; etc.)
- Similarities of the submitted project to the type of work to be done under the USM/MEEC's IT Professional Consulting Services contract.
- Years servicing the client

Note: Higher consideration will be given to projects/contracts that are set up on a task order or similar basis such as an 'as needed' or 'on call' or 'indefinite delivery indefinite quantity (IDIQ)' basis.

At its sole discretion, USM/MEEC may, but is not required to do so, check references provided above.

- The USM/MEEC reserves the right to verify all information given if it so chooses, as well as to check any other sources available or to use itself or any of MEEC's Members as a reference even if not provided by the Proposer.
- Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's capability in performing the services required.
- References will be held in the strictest of confidence.

2.3 **Proposer's Philosophy, Culture, and Approach:** USM/MEEC is seeking IT Professional Consulting Services partners who will contribute both strategically and tactically to its members' ongoing initiatives. Teamwork and collaboration will be important to USM/MEEC. USM/MEEC seeks to have its members be at the forefront of transforming education, and is seeking partners who enthusiastically share the vision and will demonstrate it in high quality work on an 'as needed' project engagement basis.

Provide a narrative that:

- Addresses how your firm plans to partner strategically and tactically with USM/MEEC and its Members;
- Describes your firm's philosophy and culture; and,
- Describes how your firm aligns its philosophy and culture with a client's philosophy, culture, vision and strategies

- Describe how the firm intends to respond to TORP's and how it plans to provide the required services throughout the term of the contract.

2.4. Staffing of the Contract/Key Personnel

2.4.1 Provide an organizational chart showing the management structure of the firm with a description of the qualifications, credentials and the location of upper level management and regional management support staff, as well as, those actually assigned and dedicated to manage this account. Information to be included: (i) Key Personnel's Executive Manager (responsible for providing sufficient resources and overall management of MEEC/USM's account) and the primary point of contact for the MEEC Executive Director; and the Account Manager(s) (Primary Point of Contact(s) for MEEC Members for any TORP process) (Note: This may be more than one person distributed by segments of MEEC Members.) (ii) Names, Titles, and Roles of other Key Personnel for the Master Contracts and area of expertise; (iii) Geographical Location; and (iv) Brief description of the staff's qualifications and credentials.

2.4.2 **Staffing Plan**: Contractors are to provide a narrative as to how they plan to staff the contract and any resulting Task Order Contracts.

- From the time a Task Order Request for Proposal is issued by a Buying MEEC Member, what process will the firm take to seek/assign the most qualified staff for the project?
- Complete the 'Matrix of Available Staff Resources by Positions' for all IT Professional Services Consulting categories for which you are proposing (this matrix should be placed in an appendix in the Technical Proposal. NO pricing rates associated with these staff positions are to be provided in the Technical Proposal.)
- Will one or more account representatives provide service to USM/MEEC? [i.e. Is there a point of contact for Contract/Business issues and another one (or several people) for Buying MEEC Member's Task Order Requests for Proposals?]
- If more than one point of contact, how will responsibilities be assigned?
- What problem resolution escalation path is available to USM/MEEC?
- Are any of the services provided offshore? If so, what are the locations of the offshore resources, and typically, what percentage of offshore staff is utilized for engagements?

2.4.3 **Key Personnel:** Provide the name, title, geographical location, contact information about following Key Personnel and a brief description of each person's qualifications:

-Account Representative(s). Contractor must provide an account representative(s) for this agreement who will handle the Buying MEEC Members' Task Order Requests. This is the person (or persons) that Buying MEEC Members will directly contact for Task Order Requests for Proposals and utilization of the resulting agreement. Provide a resume on the assigned representative(s).

-Executive Manager: This is the primary point of contact for the MEEC Executive Director. As well, this is the person who the Account Representative reports to and is the executive responsible for ensuring that sufficient resources are provided to USM/MEEC and its Members during the Term or Terms of the Contract. As well, this person would be the first point of escalation to resolve issues between USM/MEEC and the firm. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers.

By submitting the Account Representative(s) and Executive Manager for consideration, the Contractor is committing these people to USM/MEEC for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the USM/MEEC via a contract amendment. The USM/MEEC, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

2.4.4 **Subcontracting:** Proposals shall provide a narrative as to what, if any services are subcontracted. Include in the narrative opportunities for Maryland State Certified MBE's.

- 2.5. **Insurance Coverage:** Provide a sample insurance certificate confirming the insurance coverage as required in Section 10 of the Sample Master Contract in Appendix C. (Note: This item is to be included in the Technical Proposal to confirm coverage, however, this item will not be evaluated.)
- 2.6. **Bid/Proposal Affidavit – Form:** State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A.**
- 2.7. **MBE Attachment A –Master Contractor's Acknowledgement of TORP MBE Participation Commitment form (See Appendix A) MUST be submitted with the firm's Technical Proposal. This is non-curable. If MBE Attachment A is NOT provided in the firm's Technical Proposal, the Offeror shall be deemed not susceptible of the award and USM/MEEC shall not consider the Offeror further.**

- 2.8. **Acknowledgement Of Receipt Of Addenda Form:** If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposing Contractor's Technical Proposal.
- 2.9 **Acknowledgement of Review of USM/MEEC Sample Master Contract:** Per Section I, Paragraph 9, the Proposer is to warrant that they have reviewed Appendix C and will execute such a contract upon request by USM/MEEC, as may be negotiated. Any exceptions to the USM/MEEC Sample Master Contract are to be provided in the Technical Proposal. Proposer is to also acknowledge that USM/MEEC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Master Contract(s).
- 3. Signing of Technical Proposal:** The Technical Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

END OF SECTION III, ARTICLE 1

SECTION III
ARTICLE 2
EVALUATION OF TECHNICAL PROPOSALS

1. Evaluation of the Technical Proposal:

1.1 An Evaluation and Selection Committee will be established by the USM/MEEC. The evaluation process will be facilitated by the UMUC Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate USM/MEEC staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement

1.2. Qualifying Proposals

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

1.3 Technical Evaluation

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

After compliance with the mandatory requirements in this RFP has been determined by the Procurement Officer, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining the strengths, weaknesses, advantages, and deficiencies of each Proposal. Proposals are evaluated to determine those proposals that have sufficient qualifications to meet the needs of the USM/MEEC and therefore are evaluated as most advantageous to the USM/MEEC. The Committee may shortlist based on the evaluation process.

- 1.3.1 In general, proposals submitted in response to this Solicitation must demonstrate that the firms and, in particular, the project team will have:
- a. An understanding of key processes in education administration and experience providing guidance on best practices;
 - b. An understanding of the modules and applications provided by ERP systems, such as, but not limited to, Oracle/PeopleSoft, Banner Ellucian, Jenzabar, Workday and others and experience solving the issues that arise in implementing as well as upgrading the administrative systems in a higher education institution, particularly with regard to system integration issues;
 - c. Knowledge and experience in the creation of data conversion methodologies and scripts to assure accurate movement of data from existing systems to the new systems;

- d. Proven ability to partner in implementing ERP systems such and related products in a timely, efficient and effective manner; and interfacing with existing with systems that must integrate with ERP
- e. Experience in carrying out ERP applications version upgrades or enhancements in a higher education, K12 or similar environment that demonstrates a full understanding of system life cycle issues;
- f. Ability to identify quickly and solve the technical issues that arise in a complex network environment and provide adequate guidance to minimize implementation and operational risks;
- g. Ability to integrate its methods and philosophies with those of the USM/MEEC and software vendors and develop relationships that are comfortable for the institution;
- h. Ability to build sustainable alliances in the service area(s) it proposes to provide;
- i. Experience and expertise in professional services related to ERP Applications products; and/or in adhoc consulting services associated with technical and functional applications;
- j. Strong project management procedures
- k. Ability to respond quickly to task order requests.
- l. The firm must demonstrate the added value the firm brings to the engagement.

1.3.2 The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2.1 through 2.4. Each committee member will evaluate the proposals on each major criterion.

The order of importance of the technical criteria is as follows:

- 1) The Proposer's Profile in providing similar IT Professional Consulting Services;
- 2) The Proposer's Past Experience in similar IT Professional Consulting Services, and,
- 3) The philosophy/approach, skills and competencies of the Proposer's Organization and Staff with respect to the ability to perform the required work.

1.4 At the sole discretion of USM/MEEC, Contractors who have submitted Technical Proposals evaluated by USM/MEEC to be viable and of further interest (i.e. "shortlisted") may be requested to provide USM/MEEC additional technical information to further clarify the Contractor's technical qualifications. USM/MEEC also reserves the right, at its sole discretion, to hold discussions with any or all of the shortlisted firms. If additional information and/or discussion sessions are requested of one or more Contractors, the Procurement Officer will so advise.

1.5 Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses. As the procurement progresses and as results of the technical evaluation are determined by USM/MEEC, all Contractors will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

1.6 The USM/MEEC will establish a final shortlist of technically qualified proposals to advance in the procurement.

END OF SECTION III, ARTICLE 2

SECTION III
ARTICLE 3
PRICE PROPOSAL REQUIREMENTS/PRICE EVALUATION

1. Price Proposal

1.1 Per the Solicitation Schedule, **Price Proposals** will be requested **only** of the final shortlisted firms. Price Proposals will be submitted in accordance with instructions provided by the Procurement Officer.

It is the intent of the USM/MEEC that the Price Proposal will consist of fully loaded hourly rates for onsite work as well as hourly rates for remote work for IT professional consultants for the applicable staff positions for the RFP categories which the Proposer is offering to USM/MEEC. Rates for both on-site work in the State of Maryland and remote work are to be provided for each staff position. All costs and expenses are to be included in the quoted hourly rates as there are no reimbursables associated with this Contract. The hourly rates are to be valid for the first three years of the Term of the Contract (i.e. through June 30, 2019). Since this is a consortium contract that will be made available to the entire MEEC membership, thereby relieving vendors of the cost and effort of preparing extensive RFP responses to individual institutions/organizations solicitations. *It is USM/MEEC's expectation that Proposers will offer rates considerably discounted from normal educational rates. As well, the quoted hourly rates will be considered by USM/MEEC to be the maximum hourly rates for a given staff position. A Buying MEEC Member may negotiate a lower hourly rate, or a Master Contractor may quote a lower hourly rate, for a specific Task Order.*

1.2 For each year of the Term following the initial three (3) years, Contractor may request an annual price increase, if any, by April 1st. Any price increase request not received by that time, may not be considered by USM/MEEC and pricing in the subsequent year will remain as stated during the just completed Master Contract term. A price increase, if any, shall not exceed the Consumer Price Index ("CPI") for "All Urban Consumers" as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the contract year ends June 30, 2019, the price index for twelve-month period ending December 2018 will be used. Price increases will be capped at CPI or 5%, whichever is less, for any given one year period. Statistics will be referenced for negotiation purposes as Contractor is not to assume that any price increase will be applied to any subsequent contract year of the Term. As well, increases are not cumulative for prior years; if a Contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the Contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by USM/MEEC will take effect on July 1st of each Renewal Term(s) and be effective for a minimum of twelve (12) months.

1.3 Discussions may be held, at the discretion of USM/MEEC, with each of the applicable Contractors and the Price Evaluation Committee if deemed in USM/MEEC's best interest.

2. **Price Proposal Evaluation:**

Price Proposals will be evaluated based on the quote hourly rates. To assist in the evaluation, USM/MEEC may apply the hourly rates to sample projects indicative of the types of projects that may be procured under the resulting Master Contracts. The USM/MEEC may elect to request Best & Final Price Proposal(s).

END OF SECTION III, ARTICLE 3

**SECTION III
ARTICLE 4**

FINAL EVALUATION AND SELECTION

1. **Discussions.**

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

2. **Best and Final Offers.**

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

3. **Final Ranking and Selection**

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

Multiple awards are anticipated to be made. The decision of the award of the contracts will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract(s). The goal is to contract with the Contractors that provide the best overall value to the USM/MEEC.

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

END OF SECTION III, ARTICLE 4

END OF SECTION III

APPENDICES
FORMS AND ATTACHMENTS

APPENDIX A
TECHNICAL PROPOSAL FORMS

Transmittal Letter

Matrix of Availability of Staff Resources

Acknowledgement of Receipt of Addenda Form

Bid Proposal/Affidavit

MBE Attachment A (If MBE Attachment A is NOT provided in the Technical Proposal, the Proposal shall be deemed not susceptible of the award. This is NON-CURABLE.)

TRANSMITTAL LETTER - TECHNICAL PROPOSAL

RFP 91372 – IT Professional Services for MEEC

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

Address: _____

DATE _____

The undersigned hereby submits the Technical Proposal as set forth in RFP #91372 dated January 29, 2016.

We confirm that this Technical Proposal is based on the Requirements per the RFP and any subsequent addenda. **Our firm is submitting a proposal for the following IT Professional Consulting Services categories:**

(check all that apply)

- _____ ERP Implementation, Upgrade and Integration
- _____ Change Management/Strategic Planning
- _____ Technology Management
- _____ Transition to Cloud Applications, Shared Services and Managed Services
- _____ Analytics
- _____ Training

If different than the signatory of this Transmittal Letter, we are also attaching to this Transmittal Letter, the name, title, phone number including extension number, and email address of our contact person for our Technical Proposal response.

In accordance with Section III, Proposal Requirements, Article 1, we are enclosing the following in our Technical Proposal:

1. Firm Profile
2. Firm Experience
3. Proposer’s Philosophy, culture, and Approach
4. Staffing of the Contract/Key Personnel
 - a. Organizational Chart
 - b. Staffing Plan
 - c. Key Personnel Resumes
 - d. Subcontracting Utilization Narrative
5. Evidence of Insurance
6. Bid/Proposal Affidavit (completed)
7. MBE Attachment A – **We understand if we fail to provide this MBE Attachment A that our proposal will be deemed not susceptible of the award; we understand this is not curable.**
8. Acknowledgement of Receipt of Addenda form
9. Acknowledgement of review and acceptance of USM/MEEC Sample Master Contract in Appendix C

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Staff Resources Form

(This form is to be completed for all categories offered by the Contractor.

Additional staff positions may be added by the Contractor

Proposer's/Offeror's Name: _____

Note number of available FTE staff resources for each offered Labor Category	July 2016 - Jun 2017	
Labor Category	W-2 Staff	1099 Staff
Infrastructure Architect		
Systems Administration		
Database Administration		
Network Engineering		
Program Management		
Enterprise Architecture Practice		
Applications Architecture		
Information/Data Architecture		
Infrastructure Architecture Role		
Data Analysis		
Reporting and Analytics		
Data Warehousing		
Testing and Data Quality		
Solutions Architecture		
Software Development		
Business Analysis		
Program Management		
Project Management		
Project Management (Sr. Project Manager)		
Change Management		
Technical Writer/Editor		
Client Relationship Management SME		
Other:		
Other:		
Other:		

APPENDIX A

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)

The undersigned bidder or offeror 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.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

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 criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (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 Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (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 subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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 these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that 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 meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs and alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace,
 - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by 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 five (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 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____) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state.)

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

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

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(1) "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.

(2) "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.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

(5) 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.

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

P. ACKNOWLEDGMENT

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

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

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

Company Name: _____

FEIN No: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91372

TECHNICAL PROPOSAL DUE DATE: February 26, 2016 AT 11:59 P.M.

RFP FOR: IT PROFESSIONAL CONSULTING SERVICES FOR MEEC

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ___ dated _____

Addendum No. ___ dated _____

Addendum No. ___ dated _

Addendum No. ___ dated _

Addendum No. ___ dated _

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

Signature

Name Printed

Title

Date

END OF FORM

MBE ATTACHMENT A
Master Contractor Acknowledgement of Task Order MBE Requirements

This document shall be included with the submittal of the Offeror's Technical Proposal response to the RFP. If the bidder or offeror fails to complete and submit this form with its response to the RFP, the procurement officer shall determine that the offeror's response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. 91372, I affirm the following:

1. I understand that if I am awarded a master contract under the solicitation noted above, I will have the opportunity to compete for and win Task Order Request for Proposal (TORP) contracts that may contain MBE participation requirements.
2. If I am awarded a master contract under the solicitation noted above, and I respond to a TORP that contains MBE requirements that must be in compliance with the State of Maryland's MBE Program: By submitting a Task Order Proposal (TOP), I understand that if I fail to comply with any of the MBE requirements outlined in the TORP, my TOP will be eliminated from further consideration.
3. If I am awarded a Task Order Contract (TOC), I commit to making a good faith effort to achieve the MBE goal established for the TORP.

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

Bidder/Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

APPENDIX B
PRICE PROPOSAL FORM (Draft)
Living Wage Affidavit

PROPOSAL NO.: RFP 91372
PRICE PROPOSAL DUE DATE: _____, 2016, AT 11:59 P.M.
PROPOSAL FOR: MEEC IT Professional Consulting Services
PROPOSER: _____
Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Valerie Rolandelli
University of Maryland University College
Strategic Contracting Office
3501 University Blvd. East, Room 2344
Adelphi, MD 20783-8002

Dear Ms. Rolandelli:

The undersigned hereby submits the Financial Proposal as set forth in RFP # 91372 dated January 29, 2016, and the following subsequent addenda:

- Addendum ___ dated _____
- Addendum ___ dated _____
- Addendum ___ dated _____
- Addendum ___ dated _____

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

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

A. Attached to this Price Proposal Form is our firm's maximum hourly billing rates for all personnel and staff positions for both onsite and remote work that will be applicable through June 30, 2019. We confirm that these hourly billing rates are fully loaded and include all costs and expenses. We understand that there are no reimbursables associated with any resulting Master Contract.

We understand that throughout the Term or Renewal Term(s) of the Master Contract, USM/MEEC may request additional staff positions, or the Master Contractor may propose to USM/MEEC to add additional staff positions, under these categories as may be applicable and/or appropriate. If such additional staff positions are added, an amendment to the Master Contract or Task Order Contract will be executed by both parties.

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

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

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

Enclosure: -Hourly Rate of Personnel, onsite and/or remote, for all offered IT Professional Services Consulting categories
 -Living Wage Affidavit

(Signatures should be placed on following page.)

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

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

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

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS _____

In Presence of Witness:

TELEPHONE NO. _____

_____ As to BY _____
(Partner)

Printed Name: _____

_____ As to

BY _____
(Partner)

_____ As to BY _____
(Partner)

Printed Name: _____

C. CORPORATION

(Name of Corporation)
ADDRESS _____

Attest:

TELEPHONE NO. _____

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

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

BY: _____

Signature of Officer and Title

Printed Name

Title

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

Contract No. 91372 – USM/MEEC IT Professional Services

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.

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

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

<p>a) For onsite work, quote fully loaded hourly rates for each labor category offered by the Proposer; all costs and expenses are to be included in the quoted hourly rates as there are no reimbursables associated with onsite work under the resulting Master Contract. (It is acceptable to quote one blended rate that would apply to all positions.)</p> <p>b) Remote work is to be exclusive of all expenses related to onsite work.</p>	Valid through July 2016 Jun 2017		Valid through July 2017 Jun 2018		Valid through July 2018 Jun 2019	
Labor Category	Onsite	Remote	Onsite	Remote	Onsite	Remote
Infrastructure Architect						
Systems Administration						
Database Administration						
Network Engineering						
Program Management						
Enterprise Architecture Practice						
Applications Architecture						
Information/Data Architecture						
Infrastructure Architecture Role						
Data Analysis						
Reporting and Analytics						
Data Warehousing						
Testing and Data Quality						
Solutions Architecture						
Software Development						
Business Analysis						
Program Management						
Project Management						
Project Management (Sr. Project Manager)						
Change Management						
Technical Writer/Editor						
Client Relationship Management						
SME						

APPENDIX C

Contract Forms

TO BE ISSUED BY ADDENDUM

Sample IT Professional Consulting Services Master Contract 91372

Contract Affidavit

Exhibit _____
Living Wage Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____91372_____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

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. The Contractor 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 USM/MEEC's 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 State of Maryland Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. The living wage rate through September 28, 2015 is \$13.59/hour. This living wage rate changes each year and is published 90 days from the end of the USM/MEEC's fiscal year at <https://www.dlir.state.md.us/labor/prev/livingwage.shtml> . The USM/MEEC's fiscal year is July 1st through June 30th.

Contractor further agrees that USM/MEEC has the right to conduct an independent audit by USM/MEEC internal auditors or State of Maryland auditors of the Contractor's payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with USM/MEEC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to USM/MEEC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act. Contractor reserves the right to request assurances that the receiving party will comply with all privacy laws applicable to such records before submission of the requested records.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

Exhibit ____

Contractor Employee Confidentiality Statement

Exhibit _____

BUYING MEEC MEMBER'S NAME: _____

Confidentiality of Institutional Data

As an employee of the _____ (“_____”) assigned to _____, you are regularly in possession of information about the _____ (Name of Buying MEEC Member), its internal operations, its students and employees. The information that you will have as a result of access to _____ systems in connection with your assigned duties is part of the overall information before you as a member the _____ community. However the information that you will obtain through accessing the _____’s information systems includes human resources/payroll, financial and/or student information (collectively referred to herein as “Institutional Information”) and is highly sensitive to the _____. Therefore, given the nature of this information, this statement represents a good opportunity to review and acknowledge your existing obligation as a member of the _____ community to protect from disclosure and unauthorized use, any information, including the Institutional Information that is or was learned, developed, conceived or prepared by the _____ or you in the scope of your assignment at the _____.

You acknowledge that, as an _____ employee assigned to _____, you will maintain in strictest confidence and not disclose or use, either within the _____ or to third parties (other than _____ or _____-approved third parties), either during or after your term of employment, any Institutional Information, whether or not in written form, except as authorized by the _____, and then only to the extent required to perform duties on behalf of the _____. Additionally, you acknowledge that you are not authorized to share system passwords with anyone. Any information or Institutional Information obtained from these systems is or may be protected by various privacy laws and shall not be used or disclosed for any purpose other than as a part of your assigned duties. Misuse or abuse of this access privilege is a serious matter, which may constitute a violation of applicable federal and/or state statutes.

You acknowledge that upon termination of your assignment or at any time upon the _____’s request, you will promptly deliver to the _____ without retaining copies, all documents and materials furnished to you by the _____ or prepared by you for the _____, or that otherwise incorporates Institutional Information.

Violations of this confidentiality could result in penalties, up to and including termination of your assignment to _____ and/or reporting to criminal authorities for prosecution. This provision survives the period for which the Master Contract, or Task Order Contract, whichever is applicable, is issued.

By signing this form, you acknowledge that you have read the statement and that you understand your obligation as employee to maintain the confidentiality of any and all _____ data, including but not limited to the Institutional Information and that you understand the associated penalties. This signed Confidentiality Statement will be maintained by the _____.

**Acknowledged:
Employee’s Signature:**

Signature

Date

Print Name

APPENDIX _____
CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

APPENDIX M

MINORITY BUSINESS ENTERPRISE PROCEDURES AND FORMS

UNIVERSITY SYSTEM OF MARYLAND/MEEC
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to strive to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals for IT Professional Services Consulting for MEEC, RFP 91372, and in any Task Order Request for Proposals (TORPs) done under the Master Agreements. For those Buying MEEC Members subject to the State of Maryland MBE Program Requirements, MBE performance must be in accordance with this Attachment, 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 Attachment. (All other Buying MEEC Members must comply with their applicable socio-economic policies.)

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MBE GOALS AND SUB-GOALS

The Contractor shall achieve the MBE subcontracting goal and any sub-goals established for each individual Task Order Contract (TOC), by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the Task Order Request for Proposal (TORP) scope of work/services that results in total MBE payments that meet or exceed the TORP MBE goal percentage.

If awarded a Master Contract:

- ◆ A prime contractor — including an MBE or a certified Small Business Reserve (SBR) prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.

SOLICITATION AND CONTRACT FORMATION

MASTER CONTRACT AWARDS

- ◆ An offeror must sign and submit MBE Attachment A- Master Contractor Acknowledgement of Task Order MBE Requirements with its RFP 91372 Technical Proposal submission. By signing MBE Attachment A, the offeror affirms that if it is awarded a master contract under one or more IT Professional Services Consulting categories of the RFP, it will comply with all MBE requirements associated with any TORP, including submission of waiver documentation where applicable. **Offeror's failure to submit MBE Attachment A with its technical proposal shall result in the offeror's proposal being deemed not reasonably susceptible for award, and the offeror being eliminated from consideration for a master contract award.**

- ◆ Offerors receiving notification from USM/MEEC that they are an apparent master contract awardee will not be required to submit additional MBE documentation prior to final master contract execution.

- ◆ However, all TORPs issued with an MBE participation goal will contain certain documents that the Contractor must submit at the time of its TORP Proposal submission as well as documents that an apparent TORP awardee must submit within 10 working days (unless the Buying MEEC Member states another due date) of notification of TORP award.

- ◆ For those TORPs issued with MBE goals that are subject to the State of Maryland's MBE Program requirements, MBE affidavits, schedules, statements, and reports that will be used at the TORP level are included herein as MBE Attachment A - TORP (Certified MBE Utilization and Fair Solicitation Affidavit), B - TORP (MBE Participation Schedule), C – TORP (Outreach Efforts Compliance Statement) and D -TORP (Subcontractor Project Participation Statement). Attachments E-TOC and F-TOC are sample MBE reporting forms (See "Contract Administration Requirements" below).

TORP AWARDS subject to the State of Maryland's MBE Program requirements:

MBE Attachments A-TORP and B - TORP must be completed, signed and submitted by the Master Contractor together with the Task Order Proposal (TOP). If a Contractor believes that a waiver of some or all of the MBE goal and/or sub-goals is necessary, the waiver request must be clearly indicated on Attachment D-1. **If Contractor does not submit Attachments A-TORP and B - TORP with its TOP, the Contractor's TOP will be eliminated from consideration for award.**

MBE Attachments C- TORP, D- TORP and waiver documentation, if applicable, shall be submitted by the apparent TORP awardee within 10 working days of notification of award. If the apparent TORP awardee fails to return the requested documentation within the required time, the contract offer may be withdrawn.

CONTRACT ADMINISTRATION REQUIREMENTS FOR THOSE TASK ORDER CONTRACTS SUBJECT TO THE STATE OF MARYLAND'S MBE PROGRAM REQUIREMENTS

For each Task Order Contract (TOC), the Contractor shall:

1. Submit monthly to the Buying MEEC Member report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the TOC, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached (see MBE Attachment E - TOC).
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. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached (see MBE Attachment F – TOC).
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.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the Buying MEEC Member/USM's/State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for the Buying MEEC Member and/or USM/MEEC and/or 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.

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

Must be submitted with Master Contract Technical Proposal in response to this RFP 91372:

- ◆ MBE ATTACHMENT A Master Contractor Acknowledgement of Task Order MBE Requirements

Subsequent to the award of Master Contract(s), the following forms must be submitted with applicable TORP:

- ◆ MBE ATTACHMENT A-TORP - Certified MBE Utilization and Fair Solicitation Affidavit
- ◆ MBE ATTACHMENT B - TORP - MBE Participation Schedule

Must be submitted within 10 working days of notification of TORP apparent award:

- ◆ MBE ATTACHMENT C-TORP - Outreach Efforts Compliance Statement
- ◆ MBE ATTACHMENT D- TORP - Subcontractor Project Participation Statement

Must be submitted on a monthly basis after award of a TORFP or RFR:

- ◆ MBE ATTACHMENT E-TOC - Prime Contractor Unpaid MBE Invoice Report (Sample)
- ◆ MBE ATTACHMENT F -TOC - Subcontractor Paid/Unpaid MBE Invoice Report (Sample)

MBE ATTACHMENT A
Master Contractor Acknowledgement of Task Order MBE Requirements

This document shall be included with the submittal of the Offeror's Technical Proposal response to the RFP. If the bidder or offeror fails to complete and submit this form with its response to the RFP, the procurement officer shall determine that the offeror's response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. 91372, I affirm the following:

1. I understand that if I am awarded a master contract under the solicitation noted above, I will have the opportunity to compete for and win Task Order Request for Proposal (TORP) contracts that may contain MBE participation requirements.
2. If I am awarded a master contract under the solicitation noted above, and I respond to a TORP that contains MBE requirements that are subject to the State of Maryland's MBE Program requirements: By submitting a Task Order Proposal (TOP), I understand that if I fail to comply with any of the MBE requirements outlined in the TORP, my TOP will be eliminated from further consideration.
3. If I am awarded a Task Order Contract (TOC), I commit to making a good faith effort to achieve the MBE goal established for the TORP.

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

Bidder/Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

The following MBE Attachments A-TORP through F-TOC are sample forms and do **not** need to be completed or submitted with Offeror's response to this RFP 91372.

The forms are required to be completed and submitted after Master Contract award with Master Contractor's TORP proposal pursuant to any applicable TORP issued under the Master Contracts.

MBE ATTACHMENT A - TORP
Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Master Contractor's Task Order Proposal (TOP). If the Master Contractor fails to complete and submit this form with the TOP, the Procurement Officer shall determine that the Master Contractor's TOP is not reasonably susceptible of being selected for award.

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

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

OR

- After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent TOC awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 working days of receiving notification that our firm is the apparent low bidder or the apparent awardee.
2. I have identified the specific commitment of each proposed certified Minority Business Enterprise(s) by completing and submitting an MBE Participation Schedule (MBE Attachment B-TORP) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TOC awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (MBE Attachment C - TORP)
 - (b) Subcontractor Project Participation Statement (MBE Attachment D- TORP)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

**SUBMIT THIS AFFIDAVIT WITH TASK ORDER
BID/PROPOSAL (TOP)**

MBE Attachment B - TORP
◆ MBE PARTICIPATION SCHEDULE
(For submission with TOP)

This document shall be included with the submittal of the Contractor's TOPP. If the Contractor fails to complete and submit this form with its TOPP, the Procurement Officer shall determine that the TOP is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT B-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment B-2
 MBE Participation Schedule (continued)

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

ATTACHMENT C - TORP
Outreach Efforts Compliance Statement
(Submit within 10 working days after notification of apparent award of TORP)

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

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

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

5. Bidder/Offeror did/did not attend the pre-bid/proposal conference
 No pre-bid/proposal conference was held.

Bidder/Offeror Name	By:	Name
Address		Title
		Date

MBE ATTACHMENT D- TORP
Subcontractor Project Participation Statement
(Submit within 10 working days after notification of apparent award of TORP)

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

Provided that _____ is awarded the TO contract in
(Prime Contractor Name)

conjunction with TORP No. _____, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

**MBE ATTACHMENT E- TOC (Sample)
 Minority Business Enterprise Participation
 ♦ Prime Contractor Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Task Order #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact person: _____ Dept: _____ Address: _____ _____ _____ E-mail: _____

Signature: _____ Date: _____

**MBE ATTACHMENT F - TOC (Sample)
 Minority Business Enterprise Participation
 Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Task Order #: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project 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 during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime Contractor:	Contact Person:	

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact Person: _____ Dept.: _____ Address: _____ _____ E-mail: _____

Signature: _____ Date: _____

APPENDIX S
SOLICITATION TERMS AND CONDITIONS

APPENDIX S

SOLICITATION TERMS AND CONDITIONS

1. **Contractor's/Proposer's Responsibility.**

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

2. **General Requirement.**

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

3. **Receipt of Proposals.**

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

4. **Duration of Offers.**

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

5. **Rejection or Acceptance of Proposals.**

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

6. **Cancellation of the RFP.**

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

7. **Incurred Expenses.**

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

8. **Payment.**

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

9. **Electronic Funds Transfer ("EFT").**

If the annual dollar value of this contract will exceed \$500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption. By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the Comptroller's Office (not to USM/MEEC). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:
<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>

10. **Procurement Regulations.**

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

11. Confidentiality of Proposer's Information.

A Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer's position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

12. Oral Presentation /Discussion Sessions. - Will be held only at the discretion of USM/MEEC.

13. Evaluation of Offers. – Refer to Section III of the solicitation.

14. Proposal Affidavit and Certifications.

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

15. Economy of Preparation.

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

16. Multiple Proposals.

Contractors may not submit more than one proposal.

17. Alternate Solution Proposals.

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

18. Telegraphic/Facsimile Proposal Modifications.

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

19. Contractor Responsibilities and Use of Subcontractors

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

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

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

21. Arrearages.

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

22. Taxes.

USM/MEEC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

23. RFP Response Materials.

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

24. **Debriefing of Unsuccessful Offerors.**

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

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

25. **Maryland Public Ethics Law, Title 15.**

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

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

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

26. **Assistance in Drafting.**

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

27. **Living Wage Requirements**

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*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

The Living Wage rates change each year and are published 90 days from the end of the State fiscal year. Living Wage rates may be found at <https://www.dlfr.state.md.us/labor/prev/livingwage.shtml>

The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or 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. If 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.

28. **Minority Business Enterprises.** – Refer to Section I and Appendix M of the RFP

29. **Confidentiality of USM/MEEC Information**

The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the USM/MEEC’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the USM/MEEC’s confidential information. USM/MEEC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offeror to propose responsive solutions to USM/MEEC’s needs and requirements, USM/MEEC is willing to disclose certain confidential information to Offeror, including without limitation information concerning USM/MEEC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by USM/MEEC, Offerors may be required to sign a Non-Disclosure Agreement.

END OF APPENDIX S