

Request for Quote

**LEARNING MANAGEMENT SYSTEM (LMS)
FOR THE STATE OF MARYLAND
NO. F50B4400058**



DEPARTMENT OF INFORMATION TECHNOLOGY

ISSUE DATE: FEBRUARY 10, 2014

**GSA Schedule 70: Category 132-32
Cooperative Purchasing Program**

KEY INFORMATION SUMMARY SHEET

RFQ Title:	Learning Management System (LMS) for the State of Maryland
RFQ Number:	F50B4400058
RFQ Issue Date:	February 10, 2014
Closing Date and Time:	February 20, 2014 2:00 P.M., Eastern Standard Time
RFQ Issuing Agency:	State of Maryland Department of Information Technology (DoIT)
Send Questions (e-mail only) to:	Michael.Meinl@Maryland.Gov
Questions Due Date:	February 14, 2014 5:00 PM Local Time
Procurement Officer:	Michael Meinl Michael.Meinl@maryland.gov Office Phone Number: (410) 260-7179
Proposals are to be sent to:	Department of Information Technology 45 Calvert Street, Room 442 Annapolis, MD 21401 Attention: Michael Meinl
Contract Manager:	Gagan Setia Gagan.Setia@maryland.gov
Contract Duration:	3 Years
MBE Goal:	0%
VSBE Sub Goal	0%
Pre-Proposal Conference:	Not Applicable

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

- 1.1.1 The Maryland Department of Information Technology (DoIT or the Department) is issuing this Request for Quote (RFQ) through GSA Schedule 70 to procure Learning Management System (LMS) software for the State of Maryland. The Contract resulting from this RFQ will provide DoIT and State agencies with the flexibility of obtaining a cloud based Software-as-a-Service (SaaS) multi-tenant LMS to administer its statewide training for an estimated 43,000 end-users.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFQ, from a Contract between the successful Offeror and the State.
- 1.1.3 DoIT intends to make a single award as a result of this RFQ.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 The Department is conducting this procurement under COMAR 21.05.09, Intergovernmental Cooperative Purchasing.

1.2 CONTRACT TYPE

The Contract shall be a Definite Quantity Contract as defined in COMAR 21.06.03.06. Fixed Price (FP) and Time and Material (T&M) products and services may be provided under the Contract, as appropriate to the type of services being requested. .

1.3 CONTRACT DURATION

The term of this Contract shall be for a period of three (3) years, beginning on or about April 3, 2014 and terminating on April 2, 2017.

1.4 PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this RFQ prior to the award of any Contract is the Procurement Officer as identified in the Key Information Summary Sheet. DoIT may change the Procurement Officer at any time by written notice to the Master Contractors.

1.5 CONTRACT MANAGER (CM)

The State CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State CM is identified in the Key Information Summary Sheet. DoIT may change the State CM at any time by written notice to the Master Contractors.

1.6 QUESTIONS

Written questions, from prospective Offerors, will be accepted only by the Procurement Officer. Questions may be submitted by email only to the Procurement Officer. Questions shall be received no later than the date and time specified on the Key Information Summary Sheet.

1.7 PROPOSALS DUE (CLOSING) DATE

The Proposal Due Date is indicated in the Key Information Summary Sheet.

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date and time will not be considered.

Proposals shall not be submitted by e-mail or facsimile.

1.8 DURATION OF OFFER

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

1.9 REVISIONS TO THE RFQ

If it becomes necessary to revise this RFQ before the due date for proposals, amendments to the RFQ will be posted on the GSA web page and through eMaryland Marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

1.10 CANCELLATIONS; DISCUSSIONS

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

1.11 ORAL PRESENTATION

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation shall become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the exact time and place of oral presentations; however Offerors shall be prepared to participate in an oral presentation as soon as five (5) business days following the proposal due date.

1.12 INCURRED EXPENSES

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

1.13 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFQ and should not include marketing material.

1.14 PROTESTS/DISPUTES

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.15 MULTIPLE OR ALTERNATIVE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.16 ACCESS TO PUBLIC INFORMATION ACT NOTICE

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.17 OFFEROR RESPONSIBILITIES

Any selected Offeror shall be responsible for all products and services required by this RFQ. If an Offeror that seeks to perform or provide the services required by this RFQ is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.18 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFQ, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFQ and the Contract, attached as Attachment A. Any exceptions to this RFQ or the Master Contract shall be clearly identified in the Executive Summary of the Technical Proposal. A proposal that takes exception to these terms may be rejected.

1.19 PROPOSAL AFFIDAVIT

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFQ.

1.20 CONTRACT AFFIDAVIT

All Offerors are advised that if a Master Contract is awarded as a result of this solicitation, the successful Offeror shall be required to complete a Master Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFQ. This Affidavit

shall be provided within five (5) business days of notification of proposed Master Contract award.

1.21 LIVING WAGE REQUIREMENT

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. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible. Attachment I Living Wage Affidavit of Agreement has been included for your reference.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value is performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 per hour. 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.

1.22 ARREARAGES

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

1.23 PROCUREMENT METHOD

Contracts will be awarded in accordance with the competitive sealed proposals process, under COMAR 21.05.03.

1.24 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

1.25 FALSE STATEMENTS

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

- a. In connection with a procurement contract a person may not willfully:
- b. Falsify, conceal, or suppress a material fact by any scheme or device;

- c. Make a false or fraudulent statement or representation of a material fact; or
- d. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- e. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- f. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.26 PAYMENTS BY ELECTRONIC FUNDS TRANSFER

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

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http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/

1.27 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. This certification is included as a clause in Attachment B, Bid Proposal Affidavit.

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SECTION 2 - SCOPE OF WORK

2.1 SCOPE AND OBJECTIVE

- 2.1.1 The purpose of this solicitation is for the provision of a SaaS Cloud Multi-Tenant LMS meets the requirements provided in Appendix 1. The awarded Offeror shall be able to perform all requirements as detailed in Appendix 1 and Section 2 of the RFQ.

2.2 GENERAL REQUIREMENTS

The scope of work shall include, but not limited to:

- 2.2.1 A LMS software that meets State's requirements in Appendix 1;
- 2.2.2 Initial SaaS Setup to include:
 - 2.2.2.1 File based integration LMS with HRIS Employee Data (inbound & outbound);
 - 2.2.2.2 Web service based integration with SaaS Cloud HCM;
 - 2.2.2.3 Single sign-on integration with the State's SecureAuth IDP;
 - 2.2.2.4 Mass load up to 1,000 existing training content / testing & certification questions;
 - 2.2.2.5 Setup the built-in testing and certification engine;
 - 2.2.2.6 Design and publish a custom log-in screen;
 - 2.2.2.7 Web-ex virtual training integration;
 - 2.2.2.8 Role-based security configurations;
 - 2.2.2.9 Workflow configuration based on employee data and organization structure; and
- 2.2.3 Product Training
 - 2.2.3.1 Two (2) day onsite admin training for up to ten (10) State training administrators; and
- 2.2.4 Ongoing Technical Support
 - 2.2.4.1 24x7 access to online training materials
 - 2.2.4.2 24x7 e-mail and phone support

2.3 CONTRACTOR MINIMUM QUALIFICATIONS

Offerors shall meet all of the following minimum qualifications in order to be considered reasonably susceptible for award. Failure to meet any one of the minimum qualifications shall result in the Offeror's proposal being disqualified.

- 2.3.1 Within the last five years, the proposed SaaS LMS must have a successful implementation in an organization with at least 30,000 end users; and
- 2.3.2 Within the last five years, the proposed SaaS LMS must be in production for at least one (1) year in an organization with at least 30,000 end users.

2.4 INSURANCE REQUIREMENTS

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State and its officials, employees, agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage.

Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be with a company licensed to do business in Maryland.

2.5 INVOICING

All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information:

- name and address of the Agency being billed,
- vendor name,
- remittance address,
- federal taxpayer identification or (if owned by an individual) his/her social security number,
- invoice period,
- invoice date,
- invoice number,
- amount due,
- retainage (if applicable), and
- Purchase order number(s) being billed.

Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

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SECTION 3 - PROPOSAL FORMAT

3.1 TWO PART SUBMISSION

Offerors shall submit proposals in two (2) separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - PRICE PROPOSAL

Offerors shall follow the instructions within this section.

3.2 PROPOSALS

Offerors shall propose services the Offeror has the ability to provide and how the Offeror qualifies to perform those services.

All pages of both proposal Volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.3 SUBMISSION

Each Offeror is required to submit a separate sealed package for each Volume, which is to be labeled Volume I - Technical Proposal and Volume II - Price Proposal respectively. Each sealed package shall bear the RFQ title and number, name and address of the Offeror, the Volume number (I or II) and closing date and time for receipt of the proposals on the outside of the package.

Offerors shall submit only one (1) Technical Proposal and one (1) Price Proposal simultaneously to the Procurement Officer.

3.4 VOLUME I – TECHNICAL PROPOSAL

3.4.1 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, Offeror will provide:

1. One (1) unbound original of the Technical Proposal, so labeled, and the electronic version. Section 2 of this RFQ provides requirements and Section 3 provides reply instructions. The paragraphs in these RFQ sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal shall be organized and numbered in the same order as this RFQ. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFQ requirements by paragraph number.

CDs or flash drives shall be labeled on the outside containing the RFQ number and name, the name of the Offeror, and the Volume number.

The Technical Proposal shall include the following sections in this order:

1.4.2.1. Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFQ. A table of contents shall follow the title page for the Technical Proposal.

1.4.2.2. Transmittal Letter

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

1.4.2.3. Section 1: Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The summary shall provide a broad overview of the contents of the entire proposal. The summary shall identify any exceptions the Offeror has taken to the requirements of this RFQ, the Contract (Attachment A), or any other attachments. If there are no exceptions are taken, the Offeror is to state that they have no exceptions to the requirements of this RFQ, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

1.4.2.4. Section 2: General Information

Section 2 of the proposal shall contain a general description of the Offeror and its capabilities.

1.4.2.5. Section 3: Proposed Solution

Section 3 of the proposal shall contain a detailed discussion of the Offeror’s understanding of the work entailed to address the requirements outlined in Section 2 - Scope of Work and how the Offeror proposes to satisfy the requirements. This section should include a detailed description of the Offeror’s proposed LMS and services as required by Section 2.

1.4.2.6. Section 4: Compliance with Master Contractor Minimum Qualifications

Offerors will provide the following table to demonstrate compliance with the Master Contractor Minimum Qualifications found in Section 2.4.

Reference	Minimum Qualifications	Evidence of Compliance
2.3.1	Within the last five years, the proposed SaaS LMS must have a successful implementation in an organization with at least 30,000 end users.	Provide the following: <ul style="list-style-type: none"> • Name of entity supported • Contact name, phone and email address • Start and finish dates • Number of end-users in organization

Reference	Minimum Qualifications	Evidence of Compliance
2.3.2	Within the last five years, the proposed SaaS LMS must be in production for at least one (1) year in an organization with at least 30,000 end users.	Provide the following: <ul style="list-style-type: none"> • Name of entity supported • Contact name, phone and email address • Start and finish dates • Number of end-users in organization • How long the LMS has been in production

1.4.2.7. Section 8: Past Performance

This section shall include the following:

1. The Offeror shall provide evidence of its capabilities to provide the services outlined in Section 2.2 of this RFQ.
2. The Offeror shall provide at least six (3) examples of successful projects (on time, within budget, within scope). The example(s) shall include the project name, the services provided, project cost and the objectives satisfied. The example(s) shall demonstrate the Offeror meets the minimum qualifications in Section 2.3.
3. For each example project provided, the Offeror shall include a supporting reference with the following information:
 - a. Name of client organization;
 - b. Name, title, and current telephone number of point of contact for client organization who is knowledgeable regarding Offeror’s services;
 - c. Type and duration of contract(s) supporting the reference; and
 - d) The services provided, scope of the contract, and performance objectives satisfied as they relate to the scope of this RFQ.
4. State of Maryland Experience: If applicable, the Offeror shall submit a list of all contracts it currently holds, or has held within the past five years, with any government entity of the State of Maryland. For each identified contract, the Offeror shall provide:
 - a. The State contracting entity;
 - b. A brief description of the services/goods provided;
 - c. The dollar value of the contract;
 - d. The term of the contract;

- e. Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why;
- f. Whether any available renewal option was not exercised; and
- g. The State employee contact person (name, telephone number and email).

Please Note: It is critical that the contact information provided for any reference is current and accurate. The reference must be knowledgeable of the project and the Offeror's performance and available to discuss the Offeror's performance.

1.4.2.8. Section 9: Insurance Submission

Provide proof of insurance described in Section 2.4

1.4.2.9. Section 10: Required Attachments

- 1. Attachment B- Completed Bid/Proposal Affidavit
- 2. Attachment F – Completed Conflict of Interest Affidavit

3.5 VOLUME II - PRICE PROPOSAL

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Offeror shall submit one (1) unbound original and an electronic version in MS Excel and signed PDF of the Price Proposal.

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SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 EVALUATION CRITERIA

A Contract will be awarded to a single Offeror in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

4.2 TECHNICAL EVALUATION CRITERIA

If the minimum qualifications in Section 2.3 of the RFQ are met, the following technical criteria shall be used to evaluate proposals in descending order of importance:

1. Experience and qualifications of the Offeror, with specific emphasis on similar or larger number of users projects;
2. Overall degree of fit of the Offeror's proposed SaaS LMS with the State's requirements, including those attached in Appendix 1; and
3. The satisfaction of provided references including at least one State government reference which meets the above listed minimum qualifications.

4.3 FINANCIAL CRITERIA

Price Proposals will be evaluated separately. Proposals will be ranked from lowest to highest to determine the financial rankings.

4.4 SELECTION PROCEDURES

4.4.1 General Selection Process

Contracts will be awarded in accordance with the Competitive Sealed Proposals process under Code of Maryland Regulations 21.05.03. The Competitive Sealed Proposals method is based on discussions and potential revision of proposals based on such discussions.

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

4.4.2 Selection Process Sequence

1. RFQ Section 3.4.2 (Proposal Section 4: Compliance with Master Contractor Minimal Requirements) of each Technical Proposal will be reviewed to determine if the Offeror has met the minimum qualifications found in Section 2.3. Those Offerors whose Technical Proposals were found not reasonably susceptible for award will be dropped from competition, notified by email as soon as possible and their Price Proposals returned unopened.

2. Technical Proposals are evaluated for technical merit and ranked.
3. During the course of any potential discussions, an Offeror shall confirm in writing any substantive oral clarification of, or change in, its proposals. Any such written clarification or change then becomes part of the Offeror's proposal. Proposals are given a final review and ranked.
4. The Price Proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the Price Proposals of qualified Offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
5. When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, the State may make an award without requesting BAFOs.

4.4.3 Award Determination

The contract shall be awarded to a single Offeror with the proposal found most advantageous to the State, considering the combination of technical and price submissions. In making this selection, technical merit will receive greater weight than price.

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APPENDIX 1 – PRODUCT REQUIREMENTS

Requirements
1. Provides ongoing ability to customize look and feel of user interface at no additional cost
2. Displays learning hierarchies and prerequisite skills for learners
3. Provides ability to segment (partition) what end users see as defined by the user’s role, location, team, supervisor, etc.
4. Provides an online learning transcript to each user
5. Provides repository for online courseware descriptions consisting of purpose, primary/secondary audiences, theme, point of view, objectives, syllabus, pre-work recommendations, etc
6. Requires users to utilize passwords
7. Allows students to view course descriptions and schedules on-line from any internet-connected PC and mobile
8. Displays default training path as curriculum maps
9. Provides predictive search and browse capabilities, along with organizational filtering of content to match learner need to instructional content cataloged by topic, within lesson, within unit, within course, as well as featured, newest, and recommended
10. Provides online pre-testing functionality as well as other online testing and certification functionality
11. Provides scheduling and registration functions for instructor-led training
12. Incorporates flexible permission models and domain paradigm logic to enable multiple levels of access and learning modes without compromising security
13. Demonstrates compatibility with State IT security guidelines regarding user authentication, encryption, back-end transaction histories, time-stamping, etc.
14. Supports program dissemination (delivery) as formal training (Instructor-Led, Web-based, etc.), performance support (procedures-at-a-glance, etc.), and general information
15. System includes authoring tools and seamlessly integrates other content from any SCORM 1.2 or 2004 or higher version conformant source
16. Tracks and displays locations of training facilities and delivers conflict detection for instructors, location and equipment.
17. Displays training room capacities and equipment available and delivers conflict detection for instructors, location and equipment.
18. Provides room scheduling functionality and delivers conflict detection for instructors, location and equipment.
19. Provides for student scheduling, cancellation and registration via self-service and / or administrators by student(s), department(s), agency(ies) and geographical indicator(s) such as zip code, student location, county
20. Precludes registration by students lacking defined prerequisites
21. Tracks enrollment process and provides updates based on defined thresholds concerning participant numbers, equipment constraints, etc.
22. Provides for wait-listing and automatic notifications
23. Provides and tracks automatic cancellation notifications based on user-defined rules

Requirements
24. Changes wait-listed student to registered student automatically when cancellation(s) occur and sends notifications
25. Enables assigned administrator(s) to cancel and reschedule classes
26. Provides for preferential treatment of cancelled students the next time the course is offered
27. Enables mass registration for department, team, etc.
28. Provides for online equipment scheduling
29. Emails registration confirmation to student, manager, implementation team member(s), etc.
30. Provides email Calendar appointment to student for each class, compatible with GroupWise, Outlook 2007, 2003, and Gmail
31. Emails reminders to students automatically based on rules the administrators define
32. Provides schedule for trainer showing course, date/time location, number of students, etc. for specified period of time
33. Generates complete class roster for instructors and can produce printable sign in sheet
34. Allows instructors and others with proper authority to tailor course materials and add (attach) documents/files as supplementary material
35. Serves as online delivery portal for WBT content presentations
36. Supports use of learning simulations and self-study labs
37. Contains bookmark feature through SCORM
38. Provides connectivity to and integrates with the state's SPS and online help facilities
39. Displays online job-aids
40. Allows learners to print training plans, course descriptions, catalog entries, agendas, syllabi, resource lists, etc.
41. Supports inventory management of training-related materials and supplies
42. Serves as gateway to relevant policies, guidelines, best practices, etc. to illustrate relationship between instructional content and enterprise strategies
43. Provides functionality for maintaining student record database
44. Provides assessment functionality that catalogs test items by learning objective (either terminal and/or enabling)
45. Provides assessment functionality that can randomly generate item presentation during both pre- and post-test scenarios
46. Provides authoring capabilities for developing test items in a variety of formats including, fill-in, matching, multiple choice, etc.
47. Provides assessment functionality that supports time limits for self-administered tests, limits the number of attempts, generates prompts and feedback messages, and provides remedial study prescriptions when performance criteria are not met
48. Provides study results tracking and monitoring by individual, by location, by role within location, by curriculum, by course within curriculum
49. Provides user-defined answer analysis capabilities to determine how learner input will be evaluated
50. Generates Kirkpatrick level 1 evaluation feedback survey (smile-sheet questionnaire) and prompts learner to complete and submit
51. Provides repository for and tracking of learner feedback
52. Tracks overall course performance based on learner feedback and pre/post measures

Requirements
53. Provides instructor data repository that maintains information on name, location/address, phone, email, rate (cost), classes qualified to teach, availability (vacation and current teaching schedule)
54. Supports training administration functions at both agency and PMO levels
55. Provides query and report generation capabilities (automatic and ad hoc) for learners, administrators and other project stakeholders that includes but is not limited to: <ul style="list-style-type: none"> • Class confirmations and reminders • Student registrations per manager, department, division, and agency • Class rosters • Class attendance • Student transcripts and training history • Registration by curriculum, series, class and instructor Provides ability for administrators to create custom reports from any LMS data fields and allows these to be filtered, sorted, and displayed in a variety of ways
56. Retains transaction history to support auditability requirements.
57. Provides full maintenance of all Web-based and instructor-led training records
58. Provides time-stamped audit trails
59. Incorporates security measures to ensure that only authenticated personnel can add, delete or modify events
60. Provides certificate generation facility
61. Supports SPS collaboration, content management and knowledge management principles
62. Provides uploading functionality to load supporting documents/files into content libraries
63. Provides the ability to initially import potential learners (e.g. all state employees) in MS Excel or XML format and subsequently maintain the catalog of potential learners based on employee adds or terminations thru imports
64. Provides automatic method for learners and other users to obtain their own forgotten passwords or to securely create new passwords
65. Demonstrates total Web-deployable capabilities with no requirements of other client applications
66. Operates in Internet Explorer, Netscape, Chrome and Firefox: for each, the most current version/release and those are dating back several years
67. Requires no browser plug-ins except for Macromedia Flash
68. Provides open architecture that supports SCORM 1.2 or 2004 or higher
69. Stores all content in a central repository
70. Provides method to export selected data in MS Excel and XML format, e.g. the learning transcripts of all employees of agency X twice a month so that agency can import the data into their own LMS or other tracking system
71. All content and data which is entered into the LMS by the state or state contractors, all data about state employees and state training, and all data which belongs to the state can be exported in MS Excel and XML format. All content which is SCORM-conformant can be exported as SCORM-conformant content. When this contract is terminated all of this data can be easily exported from this LMS and imported into another SCORM-conformant LMS
72. All data and systems are backed-up in a method and on a schedule acceptable to the state

Requirements

73. Allows content objects to be reusable across two or more courses within the same or different curriculum areas
74. Can incorporate instructional content from a variety of sources such as but not limited to User Productivity Kit, authoring packages, PowerPoint, Word, HTML editors, etc. Allow for content from MS Word and .txt files to be easily copy-pasted into the LMS
75. Allows content to be tagged for advanced searching
76. Enables communication between learners and agency training administrators
77. Enables communication between agency training administrators and the SPS PMO
78. Provides customizable online help
79. Provides documented APIs (application protocol interface) for connecting LMS to other applications
80. Provides data import and export functionality for MS Excel and XML data
81. Provides ability to deliver, track and report on any AICC-compliant and SCORM- 1.2 or 2004 or higher- conformant courseware regardless of source or supplier
82. Provides for synchronous interactive training with learners in various locations, some of them remote from the instructor, i.e. virtual classroom capabilities via interoperability with asynchronous applications, e.g. Adobe Connect, Centra, WebEx, GoToMeeting,. Tracks and reports who participates in each virtual classroom session and how long each participant remains active in the virtual classroom
83. Outbound Data feed can allow for reporting to be kept within HCM SaaS Cloud application if desired
84. Provides Single Sign-on capability
85. Seamless pre-integration with Workday and allows for bidirectional Single Sign-On
86. Email triggers can be configured for different groups, individuals, students, etc.

ATTACHMENT A – SAMPLE CONTRACT

MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (“DOIT”)

Mandatory Terms and Conditions

UNDER GSA Contract No. _____

1. **Scope.** This Contract includes and incorporates by reference the GSA Contract No. _____.
2. Pursuant to ¶ 552.238-79 of the GSA Contract, the following provisions are made part of this Contract:
 - a. The State may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the State or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in the Contract if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
 - b. The Contractor’s Federal Tax Identification Number (“FEIN”) is _____. Contractor will not assess late payment fees for up to ninety (90) days unless a billing dispute between the State and Contractor remains unresolved. The State will use electronic funds transfer to pay the Contractor pursuant to this Contract unless the State’s Comptroller’s Office grants the Contractor an exemption. See application form <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.
 - c. In consideration of the satisfactory performance of this Contract, the State shall pay the Contractor in accordance with the terms of this Contract. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract shall not exceed \$ _____. The State shall not make final payment under the Contract until after certification is received from the Comptroller of the State that all taxes due and payable under this Contract have been paid. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as

prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

- d. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- e. **Termination for Convenience.** The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the Code of Maryland Regulations (“COMAR”) 21.07.01.12A(2).
- f. **Termination for Cause.** If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State’s option, become the State’s property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- g. **Non-availability of Funding.** If the Maryland General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, the Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price

of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of Contract for each succeeding fiscal period beyond the first. In the event moneys sufficient to make all payments under the Agreement is not budgeted and appropriated by the State, the State shall terminate services prior to the end of the fiscal period without being assessed an early termination fee. Notwithstanding the foregoing, the State shall be responsible for all charges incurred up to and including the date of termination.

- h. **Records and Audits.** Contractor agrees to retain and maintain copies of records pertaining to the price of Services rendered and products delivered to the State for three years after close out of this Contract and final payment by DOIT under this Contract or any applicable statute of limitations, whichever is longer. The Contractor shall, upon request by the DOIT, make available copies of documents reasonably needed by the State, including, but not limited to itemized billing documentation containing the dates and work performed by the Contractor and its subcontractors under the Contract. A thirty (30) day notice via formal written communication, at minimum, is required prior to Contractor making available copies of these documents to the DOIT. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees reasonably available and assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- i. **Invalid Term or Condition.** If any provision appearing in this Contract is determined by a court or other governmental authority to cause the State to bestow a right or incur an obligation that is beyond its legal authority to bestow or incur, then that provision shall be deemed of no effect.
- j. **Indemnification:**
 - A. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract, the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
 - B. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
 - C. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract. The Contractor shall report to the Procurement Officer, promptly

and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data or products delivered under this Contract.

D. The Contractor is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, or subcontractors, in connection with its performance under this Contract, and is responsible for all work, both permanent and temporary, until all services under this Contract are declared accepted by the State.

E. The Contractor shall, to the fullest extent permitted by law, indemnify and save harmless and defend the State and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Contract, either by the Contractor or any subcontractor, or their employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the State.

- k. **Risk of Loss; Transfer of Title.** Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are accepted by the State, as evidenced by a written statement of acceptance from the State to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance. Title of all such deliverables passes to the State upon acceptance by the State, subject to the State's payment for the same in accordance with the terms of this Contract.
- l. **Non-Hiring of Employees.** No official or employee of the State, as defined under State Government Article, 15-102 whose duties as such official or employee include matters relating to or affecting the subject matter of this Participating Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.
- m. **Disputes.** This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or contract the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the

Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

- n. **Maryland Law.** This Contract, and any dispute, claim or controversy relating thereto shall, in all respects, shall be construed, interpreted, and enforced, and governed by and under according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or the any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

- o. **Commercial Nondiscrimination.** As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Contractor shall include the above Commercial Nondiscrimination clauses, or similar clauses approved by DOIT, in all subcontracts. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the

State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- p. **Suspension of Work:** The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.
- q. **Cost and Price Certification.** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.
- r. **Contingent Fee Prohibition.** Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.
- s. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.
- t. **Financial Disclosure.** Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.
- u. **Political Contribution Disclosure.** Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate

\$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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

- w. **No Waiver.** Nothing in this Contract shall be construed to waive the State's rights, including but not limited to the State's sovereign or federal immunity or under applicable laws.

- x. **Delays and Extensions of Time.** The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of Services under this Contract. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

- y. **Notice:** The Procurement Officer for this Contract is:

Name:	Michael Meini
Address:	45 Calvert Street, #442 Annapolis, MD 21401-1907
Telephone:	410.260-7179

e-mail: Michael.meinl@maryland.gov

DOIT may change the Procurement Officer at any time by written notice.

This Contract sets forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. It is expressly understood that the Agreement which is incorporated into this Contract by reference in § 1 is a separate agreement between Contractor and the Federal Government is not amended by this Contract, and remains in full force and effect in accordance with its terms. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Contract, shall not be added to or incorporated into this Contract, by any subsequent Contract or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms.

ATTACHMENT B – BID / PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 1D-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.

The undersigned bidder 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) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §1D-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body,

the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you shall 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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO
(FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M ACKNOWLEDGEMENT

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

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

Date: _____

By: _____(print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

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

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

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

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

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

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)