

Procurement Officers please delete the first three pages after editing.

RFP TEMPLATE – JULY 2024

Dear RFP Procurement Officers,

This document contains an RFP template to aid in producing a complete solicitation. In producing a solicitation, all contributors should note following information:

1. Download the most recent template version on the State website before starting any new RFP draft: (<http://procurement.maryland.gov/procurement-staff/>).
2. Format is important. Auto-numbering and other formatting in the document is achieved through use of Word “Styles.” Please do not manually number any requirements. See more styles-related instructions on page 1 (or perform a find for Word Styles instructions). Note that ALL requirements are to be numbered (no “simple bullets” or plain paragraphs).
3. Data entry and tailoring instructions are flagged throughout the document using guillemets (<< and >>). Where the text between the guillemets is one word such as <<solicitationName>>, perform a Word find and replace so that every instance is replaced throughout the document. See the *Basic RFP Tailoring* table below for more guidance. Tip: Perform a find on guillemets to find any remaining tailoring not yet completed. A find on double brackets “[[“ and “]]” will locate all template instructions, which will help in ensuring all instructions have been addressed and deleted before publication.

Basic RFP Tailoring

Perform a find and replace on the following text to begin customizing this RFP. Be sure to select “Match Case” in the Word Find/Replace dialog box (Home tab, select Replace button, click More, check Match Case). Remove this *Basic RFP Tailoring* table prior to release.

Note: Don’t change the default fields for any information you do not yet know (Keep the appropriate line from this table until the substitution is made.).

Tip: Delete an instruction (found in red text) once you’ve performed the action or associated tailoring. The remaining instructions will act as a reminder to complete the task.

To insert the correct value of:	Find Text Type exactly as typed below in the find/replace dialog, including brackets << >> where indicated, with “Match Case” selected.	Replace with Text Do NOT include brackets in the “Replace with:” field.
Full name of the department or agency issuing the RFP	<<issuingAgencyName>>	Agency name
Acronym of the department or agency issuing the RFP	<<ISSUINGAGENCYACRONYM>>	Agency acronym

Correct term, such as “Department” or “Agency” used throughout the boilerplate text	<<typeofAgency>>	Identifying term (e.g., Department, Agency, Administration, College)
Solicitation Title	<<solicitationTitle>> and again for all caps <<SOLICITATIONTITLE>>	Title
Solicitation Number	<<solicitationNumber>> and again for all caps <<SOLICITATIONNUMBER>>	Solicitation number Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).
Procurement Officer	<<procurementOfficerName>>	Procurement Officer name
Contract Monitor	<<contractMonitorName>>	Contract Monitor name
As you progress through the template, perform a find/replace on other values flagged with << to change all similar values throughout the document.		

4. Editing guidelines for additional content within the document:

[[Word “Styles” Instructions

This document contains some standard Word “Styles” to make formatting easier. Paste the text from other documents with NO formatting and then apply the styles. Take advantage of the Word feature “format painter” to mimic formats already in this RFP to pasted text. Use the following “Styles” to achieve the formatting indicated below:

- Plain paragraph text: MD Text 0, and if indenting needed MD Text #Indent 1, MD Text #Indent 2, MD Text #Indent 3;
- X.X Level heading: Heading 2;
- X.X.X Level heading (when it’s a heading label only): Heading 3;
- x.x.x Numbering when it’s a requirement: MD Text 1;
- A., B., C., List: MD ABC; and
- Basic paragraph text: MD Text 0.

Remember to use numbers for all list items instead of bullets. Use the Increase Indent / Decrease Indent buttons on the Home tab to generate the next level, such as 1), or the shortcut: ALT+SHIFT+left arrow or ALT+SHIFT+right arrow.]]

The only sections of this template that should require editing are:

- The Key Information Summary Sheet (KISS);
- Section 1 – Minimum Qualifications;
- Section 2 – Contractor Requirements: Scope of Work; and
- Section 3 – Standard Terms and Conditions.

Based on the information entered in the KISS, the applicable Supplemental, Attachments, Appendices, and Exhibits should be included in the solicitation documentation. All other Supplementals, Attachments, Appendices, and Exhibits are omitted and noted as “Not Applicable” on the KISS.

Procurement Officers, please delete this and the previous three pages after editing.

**[[PRIOR TO PUBLICATION: EVERYTHING ABOVE THIS PAGE SHOULD BE REMOVED
AS IT IS ONLY FOR THE PURPOSES TO PROVIDE INSTRUCTIONS TO THE
PROCUREMENT OFFICER.]]**

<<solicitationTitle>>

Solicitation #: <<solicitationNumber>>

RFP Document



STATE OF MARYLAND

<<ISSUINGAGENCYNAME>>

(<<ISSUINGAGENCYACRONYM>>)

REQUEST FOR PROPOSALS (RFP)

<<SOLICITATIONTITLE>>

RFP NUMBER <<SOLICITATIONNUMBER>>

ISSUE DATE: <<ISSUEDATE>>

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

[[If the RFP is designated as a Small Business Reserve Procurement, include the following notice:]]

NOTICE TO OFFERORS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which the award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the [Governor's Office of Small, Minority & Women Business Affairs \(GOSBA\) Small Business Reserve Program](#) are eligible for award of a contract. Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the GOSBA as a small business through eMMA. However, if small businesses do not show interest in this solicitation, the Procurement Officer has the right to remove the SBR designation via an Amendment on eMMA.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

<<solicitationTitle>>

Solicitation #: <<solicitationNumber>>

RFP Document

STATE OF MARYLAND

<<ISSUINGAGENCYNAME>> (<<ISSUINGAGENCYACRONYM>>)

KEY INFORMATION SUMMARY SHEET

Request for Proposals	[[Add one of the following as the first word as the type of Contract]] <<Services, IT, Construction, Maintenance, A&E, Commodities, Real Estate>> - <<solicitationTitle>>
Solicitation Number:	<<solicitationNumber>>
RFP Issue Date:	<<issueDate>>
RFP Issuing Office:	<<issuingAgencyName>> (<<ISSUINGAGENCYACRONYM>> or the "<<typeofAgency>>")
Procurement Officer:	<<procurementOfficerName>> <<procurementOfficerAddress>>
Email:	<<procurementOfficerEmail>>
Phone Number:	<<procurementOfficerPhoneNumber>>
Proposals are to be sent to:	[[Use only one of the following three options and delete the other two.]] <<issuingAgencyLocation>> Attention: <<procurementOfficerName>> [[OR]] <<procurementOfficerEmail>> [[OR]] Submit on emma.maryland.gov under Solicitation Number <<solicitationNumber>> To submit a proposal, offerors must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site.
No Bid/Proposal Notice Feedback Form	*If you are not submitting a proposal for this solicitation, submit Attachment 1 with your reasons why.
Pre-Proposal Conference:	[[Date and Time of Pre Bid Conference]] Local Time, at [[Address (and Room if needed) of Pre Bid Conference]] [[For virtual meetings: Add link to virtual meeting. For in-person/site visit meetings: use language below]] See Section 4.3 for additional details. See Attachment 2 to RSVP by [[Insert RSVP Due Date]] to Attend

Scheduled Site Visit	<p>[[Insert Date and Time of the Site Visit]]</p> <p>Site Visit Location: [[Insert Address of the Site Visit]]</p> <p>[[Insert meeting location when on site.]]</p> <p>To attend the site visit please contact the Procurement Officer via Email no later than Insert Date and Time.</p> <p>[[Delete Row or Type "N/A", if not needed]]</p>
Questions Due Date and Time:	[[Insert Question Due Date and Time]] Local Time
Proposal Due (Closing) Date and Time:	<p>[[Insert Proposal Due Date and Time]] Local Time</p> <p>Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).</p>
MBE [[OR]] DBE Subcontracting Goal:	<p>[[The Procurement Officer must select whether they have an MBE or DBE subcontracting goal for the solicitation. If no MBE or DBE subcontracting goal insert 0 in percentage space below]]</p> <p>An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of ____ percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. The overall MBE or DBE subcontract participation goal includes the following subgoals, which have been established for this procurement:</p> <p>____% for African-American MBEs;</p> <p>____% for Asian-American MBEs;</p> <p>____% for Hispanic-American MBEs; and</p> <p>____% for Woman-Owned MBEs.</p> <p>[[Type "N/A", if not needed and remove language below.]]</p> <p>Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 4 for information about the MBE or DBE program and goals.</p>
VSBE Subcontracting Goal:	<p>[[The Procurement Officer must select whether they have an VSBE subcontracting goal for the solicitation. If no VSBE subcontracting goal insert 0 in percentage space below]]</p> <p>This solicitation includes a VSBE participation Goal of ____%</p> <p>[[Type "N/A", if not needed and remove language below.]]</p> <p>Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 5 for information about the VSBE program and goals.</p>

<<solicitationTitle>> Solicitation #: <<solicitationNumber>>	RFP Document
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Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.
Multiple or Alternate Bids:	Multiple or alternate Proposals will not be accepted.
Contract Type:	Insert contract Type [[E.g., firm fixed price, fixed price with cost adjustment, labor hour, indefinite quantity with fixed unit prices. Indicate if a combination of more than one type, e.g., fixed price with cost adjustment, time & materials, Indefinite Quantity with Firm Fixed Prices with Work Orders of Time & Materials and Fixed Price.]]
Contract Duration:	Insert [[base Period of Performance]] base period with [[Insert Option Periods]] option periods. [[Enter contract duration including startup period, approximate NTP date and any option periods. Delete reference to option periods if no options are planned. Example: Five (5) year base period with two (2) one-year option periods.]]
Primary Place of Performance:	Insert Primary Place of Performance [[Agency or building name, full street address, or as proposed by Offeror]]
SBR Designation:	[[Yes or No]]
Federal Funding:	[[Yes or No]]

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

[[If there are no Offeror Minimum Qualifications for this solicitation, enter only the following sentence for this section and delete the rest:]]

There are no Offeror Minimum Qualifications for this procurement.

[[If there are Offeror Minimum Qualifications for this solicitation, enter the following language as applicable for this section and number each Minimum Qualification.]]

The Offeror must document in its Proposal that it satisfies the following Minimum Qualifications:

- A. The Offeror shall have . . . [[e.g., three (3) years of experience providing...]]. Required Documentation: The Offeror shall provide with its Proposal . . . [[e.g., one or more references from the past five years that collectively are able to attest to the Offeror's required years of experience in providing.]].
- B. The Offeror shall be certified . . . [[e.g., by the Maryland Insurance Administration as a]]. Required Documentation: The Offeror shall provide with its Proposal . . . [[e.g., a current certificate issued by the Maryland Insurance Administration evidencing the Offeror's certification as a . . .]].
- C. The Offeror shall provide with its Proposal "**Attachment L Reference Checks**" with one or more references filled out. (Delete, if reference checks aren't needed)

GUIDELINES FOR SECTION 1: Minimum Qualifications for RFPs should be **MINIMAL!!** Unless the Offeror must have a specific licensing or certification to provide the goods or services, all other qualifications should be considered within the offeror's experience and capabilities evaluation criteria. This section is considered a "Pass/Fail" review. You cannot weigh years of experience under minimum qualifications. That means an offeror with three years is evaluated the same as an offeror with 20 years of experience. They either have it or they don't. If you want to consider how many years an offeror has provided the goods or services as part of the evaluation, it doesn't go here!]]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2 Contractor Requirements: Scope of Work

2.1 Summary Statement

This Request for Proposals (RFP) is issued to procure the goods or services, as specified in this Section 2, from a contract between the selected offeror(s) and the State of Maryland (“State”).

<<[[Enter a brief description of the services to be performed or goods to be furnished.]]>>.

It is the State’s intention to obtain goods and services, as specified in this RFP, from a contract between the selected Offeror and the State.

This is <<a single award>> [[Or tailor according to the RFP. Replace single award with “up to X awards” if there is the possibility for multiple awards, with “X” being the maximum number of awards. If more than one award is possible based on different Service Categories/Functional Areas or Regions/Counties, state so here.]]. See RFP Section 6.5 Selection Procedures for more Contract award information.

The purpose of this solicitation is to procure a <<[[Briefly describe the business need. If this is for a COTS or SaaS solution include required functionality of the software application and paragraph below.]]>>. [[If not procuring IT software applications, delete the paragraph below.]]

The State does not wish to procure a software application still under development. The software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the Proposal.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

[[NOTE: For procurements with a contract type of indefinite quantity with firm fixed unit prices or indefinite quantity with fixed unit prices subject to adjustment. In such a case, include the following or similar language of Section below. Please consult with your Assistant Attorney General regarding this Section and the exact wording of the language, especially for contracts with two or more contract type components when “fixed price” is one of the components.]]

2.2 Background and Purpose

[[Provide a description of the purpose of this solicitation, and any background information that may be helpful to vendors in preparing the responses. A brief summary of this section should be included in Section 2.1 of this solicitation.

Clearly indicate what additional resources are supporting this system. Include what business processes it supports, identify users, system products, etc.

HINT: if you are typing “the contractor will” then you are writing requirements.]]

2.2.1 Project Goals

[[Remove headings if inapplicable.]]

2.2.2 State Staff and Roles

[[Include descriptions of any existing project management office or other management structure that the contractor will be working with. Include their title, what they’re responsible for, and what they will provide under a separate section for each. Suggested language below. Adjust as appropriate.]]

In addition to the Procurement Officer and Contract Monitor, the State project team consists of the following:

- A. State Project Manager.
 - 1. The State Project Manager is responsible for.....
 - 2. The State Project Manager will provide the following:
- B. [[Add other State Furnished Roles as needed.]]

2.2.3 Other State Responsibilities

[[Adjust as appropriate.]]

- A. The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract.
- B. [[Insert any special items the State will provide (e.g., reprographic services, computer time, key data entry)]].

2.3 Contractor Responsibilities and Tasks

[[Insert the Contract specifications into the solicitation here. Include information here regarding what the Contractor is expected to perform as part of the ONE TIME transition-in period of the contract. Defining transition-in requirements helps to clarify the requirements for the new Contractor.]]

- A. Payment Information (reference to Standard Terms)
- B. Work Orders (reference to Standard Terms)
- C. Security Requirements (reference to Standard Terms)
- D. Heading for agency requirements
- E. Heading for agency requirements
- F. Heading for agency requirements
- G. Heading for agency requirements

2.4 Experience and Personnel

2.4.1 Preferred Offeror Experience

[[This section is where the agency will put desired characteristics for the company that will be evaluated. If <<typeofAgency>> has no specific Offeror experience qualifications for evaluating the Proposal, then insert:]]

THIS SECTION IS INAPPLICABLE TO THIS RFP.

[[Note that with any hardware/software provided under this RFP you may wish to require that the Contractor demonstrate that it is a licensed reseller or distributor of the item.]]

[[Insert additional experience requirements here.]]

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Demonstrated knowledge of
- B. Prior senior level experience (doing)
- C. Breadth of knowledge in....

2.4.2 Personnel Experience

[[This section is where the agency will put desired characteristics for the Key Personnel that will be evaluated. If <<typeofAgency>> has no specific proposed Key personnel experience / qualifications for evaluating the Proposal, then insert:]]

THIS SECTION IS INAPPLICABLE TO THIS RFP.

[[Insert additional experience requirements here. This is the section to include mandatory requirements for any staff not included as Key Personnel.]]

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. Demonstrated knowledge of
- B. Prior senior level experience (doing)
- C. Breadth of knowledge in....

2.4.3 Number of Personnel to Propose **[[Delete if inapplicable.]]**

As part of the Proposal evaluation, Offerors shall propose exactly <<numberOfProposedPersonnelAllowed>> personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the <<typeofAgency>>. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

2.4.4 Key Personnel Identified **[[Delete if inapplicable.]]**

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 2.4 and Appendix <<laborCategoriesAppendixNumber>>**. **[[Currently, Appendix <<laborCategoriesAppendixNumber>> has a large number of labor category descriptions. Please update Appendix <<laborCategoriesAppendixNumber>> so that only labor categories appropriate for this solicitation are included.]]**

- A. <<Role or Labor Category 1>>
- B. <<Role or Labor Category 2>>
- C. <<Role or Labor Category 3>>

2.4.5 Labor Categories **[[Delete if inapplicable.]]**

[[Labor Categories must be included for contracts with hourly rates based on labor categories or task orders. Selection of labor categories: See a list of labor categories in Appendix <<laborCategoriesAppendixNumber>>. Remove any labor categories inapplicable to this RFP from the labor category list in the appendix and the price sheet while ensuring enough labor categories exist to meet possible future needs.]]

- A. The Labor Categories are identified and described <<below>> **[[Or in Appendix 3]]**. To be responsive to this RFP, Offerors must be capable of providing personnel meeting the minimum requirements for all the labor categories listed. Offerors shall submit a Financial Proposal Form (**Attachment B – The Price Form**) that provides labor rates for all labor categories for all Contract years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 2.4.4**. Resumes for resources provided later shall be coordinated by the Contract Monitor per

the Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below in the Labor Category constitute the minimum requirements for candidates performing work under this RFP. All experience required must have occurred within the most recent ten (10) years.

2.4.6 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP) [[Delete if inapplicable.]]

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

2.4.7 Contractor Personnel Maintain Certifications [[Delete if inapplicable.]]

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

2.4.8 Work Hours [[Delete or adjust as applicable.]]

Unless otherwise specified, the following work hours requirements are applicable:

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support <<Pick one; Normal State Business Hours (see definition in **Appendix 1**) OR <<typeofAgency>> business hours (<<hh:mm AM>> to <<hh:mm>> PM), Monday through Friday except for State holidays>>.
- B. <<If Task Orders are used>> Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.
- D. [[Alternate Language. Delete or adjust as necessary.]] Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the <<typeofAgency>> infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to <<typeofAgency>> non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.

- E. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Monitor of these details.
- F. Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Monitor. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- G. Vacation Hours: Requests for leave shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.5 Substitution of Personnel

[[Even if the RFP requires no Key Personnel, keep this section because the substitution clauses in Section 2.5.4 may still be needed any personnel replacements.]]

2.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

2.5.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

2.5.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in Section 2.5.4.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1. A detailed explanation of the reason(s) for the substitution request;
 - 2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3. The official resume of the current personnel for comparison purposes; and
 - 4. Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

2.5.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1. The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, <<typeofAgency>> policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **2.5.4.A.2**.
- 2. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5. If the Contract Monitor determines to direct substitution under **2.5.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests

to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **2.5.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

A. Key Personnel Replacement

1. To replace any Key Personnel in a circumstance other than as described in **2.5.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 2.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

B. Key Personnel Replacement Due to Sudden Vacancy

1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 2.5.4.B.1**.
2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 2.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

C. Key Personnel Replacement Due to an Indeterminate Absence

1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 2.5.3**.
2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

2.5.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination

<<solicitationTitle>>

Solicitation #: <<solicitationNumber>>

RFP Document

2.6 Supplemental Category of Work Requirements and Responsibilities

[[Refer to the specific supplemental document and edit accordingly for the requirements for your procurement goods or services and copy them here in this section. OR have the supplemental document standalone and use the following statement in the solicitation here. Replace the <<name of the supplemental>> as needed with the specific category of work document.]]

See the attached <<**Name of the Supplemental**>> associated with this solicitation.

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

3.3 Invoicing

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

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.

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

[[Adjust as appropriate.]]

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B –The Price Form**), those items shall be billed in the month following the acceptance of the work by the State.
- B. For Items of work for which there is annual pricing (see **Attachment B–The Price Form**), those items shall be billed **[Option 1: in equal monthly installments for the applicable Contract year in the month following the performance of the services or Option 2: annually in advance]. [Note: Option 1 is preferred, however annual subscriptions for SaaS are typically billed annually in advance].**
- C. Invoices for work performed on a labor hour or time and materials basis shall be submitted on or before the business day of the month following the end of the invoice period.
- D. Invoices for deliverables shall be submitted upon completion and acceptance of the deliverables as defined in **Section 2 of the RFP.**

3.3.2 Deliverable Invoicing

[[Remove if payment is not by deliverable. Adjust as appropriate.]]

Deliverable invoices shall be accompanied by a Deliverable Product Acceptance Form (DPAF) signed notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).

Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2 of the RFP.**

3.3.3 Labor Hour/Time and Materials Invoicing

[[Remove subsection if inapplicable for requirements or for Work Orders.]]

All labor hour/time and material invoices shall be accompanied by a timesheet signed by the Contract Monitor as described below **[[If Labor Hours only, remove “Timesheet Reporting” section as appropriate. Use the DPAF as evidence of deliverable completion and acceptance materials.]]** and notice(s) of acceptance issued by the State: DPAF for each time period invoiced (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)>>. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the Contract Monitor.

- A. **Timesheet Reporting** **[[Adjust as appropriate.]]**
 1. Within three (3) Business Days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all Contractor Personnel / employees / resources working under the Contract.
 2. At a minimum, each semi-monthly timesheet shall show:
 1. Title: “Time Sheet for <<xxxxx>>”;

2. Issuing company name, address, and telephone number;
3. For each Contractor employee /resource:
 1. Contractor employee / resource name, and
 2. For each period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th, and 16th through last day of the month.):
 3. Tasks completed that week and the associated deliverable names and ID#s;
 4. Number of hours worked each day;
 5. Total number of hours worked that Period;
 6. Period variance above or below 40 hours;
 7. Annual number of hours planned under the Task Order;
 8. Annual number of hours worked to date; and
 9. Balance of hours remaining;
3. Annual variance to date (Sum of periodic variances); and
4. Signature and date lines for the Contract Monitor.
5. Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor’s signature on the invoice constitutes authorization to invoice.

B. Materials Reporting [[Adjust as appropriate.]]

1. Submit evidence to support the cost of materials and that billing on the invoice is consistent with the requirements stated in Section 2 of the RFP.
2. For the purposes of the Contract an amount will not be deemed due and payable if:
 1. The amount invoiced is inconsistent with the Contract;
 2. The proper invoice has not been received by the party or office specified in the Contract;
 3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
 4. The item or services have not been accepted;
 5. The quantity of items delivered is less than the quantity ordered;
 6. The items or services do not meet the quality requirements of the Contract;
 7. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
 8. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
 9. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.4 Travel Reimbursement

[[If no travel will be reimbursed, insert the following text:]]

Travel will not be reimbursed under this RFP.

[[Otherwise, adjust as appropriate:]]

- A. There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-Routine Travel without prior Contract Monitor approval.
- B. Routine Travel is defined as travel within a 50-mile radius of the <<typeofAgency>>'s base location, as identified herein the RFP, or the Contractor's facility, whichever is closer to the consulting or work site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.
- C. Non-routine Travel is defined as travel beyond the 50-mile radius of <<typeofAgency>>'s base location, as identified herein the RFP, or the Contractor's facility, whichever is closer to the consulting or work site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If Non-Routine travel is conducted by automobile, the first 50 miles of such travel will be treated as Routine Travel and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or Work Order.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in **Exhibit 2 – Sample Contract**. [[Delete this line if there is no MBE goal and enter:]]

Inapplicable because there is no MBE goal for this RFP.

3.4.2 Liquidated Damages other than MBE

Liquidated damages other than MBE are identified in **Exhibit 2 – Sample Contract**.

[[A determination to include Liquidated Damages, how they should be calculated, and to what they should apply should be made in consultation with your agency's AAG pursuant to COMAR 21.07.01.14. If your solicitation does not include Liquidated Damages for the Scope of Work, then insert the appropriate statement below.]]

This section is inapplicable to this RFP.

3.5 Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

- A. Contact information
- B. The process for establishing the existence of a problem;
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;

- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year .

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Work Orders

[[If this section is inapplicable to this RFP, insert the following sentence. Some agencies use the term “Task Order” for this section instead. Make sure the term you use, whether Work Order or Task Order, is defined in Appendix 1.]]

THIS SECTION IS INAPPLICABLE TO THIS RFP.

[[A work order process may be used to expand the activities performed under the RFP **as long as it is within the overall scope of work described within the RFP**. A work order may be T&M or fixed price, as appropriate for your RFP. A work order may also be for a specific set of work or for a resource (when the RFP is used more in line as a staffing model). However, if you anticipate using the RFP for T&M work orders, the Financial Proposal Form must have the relevant labor categories and rates. Rates must be determined at RFP issuance. Strike references to a time and material Work Order if the Financial Proposal Form will not include pricing options for T&M.]]

- A. Additional <<**PICK both or just one:** services and resources>> will be provided via a Work Order process. **Work shall not begin in advance of a fully executed Work Order**. A Work Order may be issued for <<**pick any that apply:** either fixed price **or** labor hour contract **or** time and material contract (T&M)>>. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates on the **Attachment B – The Price Form**. **[[Remove last sentence if no T&M.]]**
- B. Work Order Requests (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) for the provision of services or resources that are within the scope of this RFP will be issued to the Contractor. The Work Order Request will include:
 - 1. Technical requirements and description of the service or resources needed;
 - 2. Performance objectives and/or deliverables, as applicable;
 - 3. Due date and time for submitting a response to the request; and
 - 4. Required place(s) where work must be performed.
- C. The Contractor shall e-mail a response to the Contract Monitor within the specified time and include at a minimum:
 - 1. A response that details the Contractor’s understanding of the work;
 - 2. A price to complete the Work Order Request using the format provided (see online sample).
 - 3. A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Appendix 3**.

4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 5. Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the Contract Monitor will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Monitor will review the response and will confirm the proposed prices are acceptable.
 - E. The Contract Monitor may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
 - F. Proposed personnel on any type of Work Order shall be subject to the State's prior approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Monitor shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
 - G. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Monitor for such Work Order.

The Blanket Purchase Order (BPO) issued as a result of this solicitation, and any subsequent amendments, modifications or options issued relevant to this solicitation or BPO, complies with all the terms, conditions and specifications issued with this solicitation and is incorporated in and made part of the Contract – see **Exhibit 2 - Sample Contract**.

3.7 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.8 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment

requirements outlined in the Contract, **Section 31** “Prompt Pay Requirements” (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA’s website at:

<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.9 Federal Funding Acknowledgement

[[If the Contract to be awarded under this procurement does not contain federal funds, enter only the following sentence for this section and delete the rest.]]

This Contract does not contain federal funds.

[[If the Contract to be awarded under this procurement does contain federal funds, enter and complete the following language for this section.]]

There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment H**).

[[Check with your AAG for applicability of paragraphs below to this solicitation.]]

The total amount of federal funds allocated for the <<name of administration or facility>> is \$<<federal funds amount>> in Maryland State fiscal year <<current fiscal year>>. This represents <<divide federal funds amount by the total of the unit’s budget%>>% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

The Contract contains federal funds. The source of these federal funds is: <<name of federal program for funds source e.g., Medicaid, Ryan White, Title X>>. The CFDA number is: <<insert Catalog of Federal Domestic Assistance number>>. The conditions that apply to all federal funds awarded by the State are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the Contract.

3.10 Conflict of Interest Affidavit and Disclosure

[[A conflict of interest affidavit should be included with all solicitations.]]

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Proposal.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services << under OR individual Task Orders issued under >> the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of 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 a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that

procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Bid in violation of this provision shall be classified as “not responsible.”

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

[[If a Non-Disclosure Agreement is not required for reviewing information prior to Proposal submission, enter only the following sentence for this section and delete the rest under this 3.11.1 heading:]]

A Non-Disclosure Agreement (Bidder/Offeror) is not required for this procurement.

[[If a Non-Disclosure Agreement is required for this solicitation, enter the following language for this section:]]

Certain confidential information is necessary to disclose to potential Offerors before Offerors can submit their proposals and may be available for potential Offerors to obtain electronically or to review hard copies at a location identified by the Procurement Officer. If such confidential information is identified, Offerors are required to sign a Non-Disclosure Agreement in the form of **Attachment 3 – Non-Disclosure Agreement (Bidder/Offeror)** prior to the confidential information being provided by the Procurement Officer.

3.11.2 Non-Disclosure Agreement (Contractor)

[[If a Non-Disclosure Agreement is not required for this solicitation, enter only the following sentence for this section and delete the rest. DoIT strongly recommends an NDA for any IT services contract.]]

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

[[If a Non-Disclosure Agreement is required for this solicitation, enter the following language for this section:]]

This solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment S**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

3.12 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.13 The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland’s State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that

serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.14 Insurance Requirements

[[The insurance requirements and minimums stated below are general examples to be adjusted to reflect the necessary requirements and minimums for your Scope of Work.]]

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.14.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Errors and Omissions/Professional Liability - One million dollars (\$1,000,000) per combined single limit per claim and three million dollars (\$3,000,000) annual aggregate. [[This insurance is required for A&E contracts and certain licensed professional services. Remove if not applicable.]]
- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of one million dollars (\$1,000,000) per loss, and a minimum single loss retention not to exceed ten thousand dollars (\$10,000), with the State of Maryland listed as a “loss payee.” [[This insurance is required if the contractor is handling State funds within or outside State facilities. Remove if not applicable.]]
- D. Cyber Security / Data Breach Insurance – Five million dollars (\$5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored. [[This insurance is required for some types of IT service offerings hosted by the contractor or if the contractor handles certain types of State data. Agency information security officers (if any) and AAGs should be consulted before including this insurance requirement in a solicitation. Remove if not applicable.]]
- E. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than. one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland. [[This insurance is required if the contractor is driving as part of the requirements of the contract, eg. Armored Car Services, Deliveries, Courier Services. Remove if not applicable.]]

- 3.14.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.14.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.14.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.14.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.14.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.15 Non-Compete Clause Prohibition

The State of Maryland seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.4 Experience and Personnel** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

4 Proposal Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.2 Electronic Means

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.3 Pre-Proposal Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a offeror's good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the RFP requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the **Key Information Summary Sheet**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

- 4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

For Proposals accepted via email, the time stamp to indicate receipt of the Proposal by the State, is the posted date and time in the Procurement Officer's email inbox.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Proposals.

Proposals may not be submitted by <<e-mail or>>[[Remove if e-mail is allowed.]] facsimile. Proposals will not be opened publicly.

Potential Offerors not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

4.7 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2. Table A, Tab B** "Claim of Confidentiality"). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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 must be disclosed.

4.8 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.9 Duration of Proposals

[[While 120 days, as listed below, is the usual time period for Proposals to be irrevocable, for very complicated procurements this time period may be changed to 150 or even 180 days.]]

Proposals submitted in response to this RFP are irrevocable for the latest of the following: <<120>> days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.10 Revisions to the RFP

- 4.10.1 All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.10.2 Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.10.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.10.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.10.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.11 Cancellations

- 4.11.1 This RFP may be cancelled as provided in COMAR 21.06.02.02.
- 4.11.2 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

- 4.11.3 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.11.4 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.11.5 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.12 Incurred Expenses

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

4.13 Protest/Disputes

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

4.14 Offeror Responsibilities

- 4.14.1 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and 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. Offerors must be able to provide all goods and services and meet all of the requirements requested.
- 4.14.2 If applicable, subcontractors utilized in meeting the established MBE [[Replace with DBE if appropriate]] or VSBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this RFP (see “Appendix 4 - MBE Participation Goal” and “Appendix 5 - VSBE Participation Goal”).
- 4.14.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, 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, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.14.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to

and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.15 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The State reserves the right to accept or reject any exceptions.**

4.16 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

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 shall not become so in arrears during the term of the Contract if selected for Contract award.

4.17 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.18 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

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.

5 Proposal Submission Information and Instructions

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

A. Volume I –Technical Proposal

- i. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

[[Choose one: Option 1 - Financial Proposal submitted at the same time as the Technical Proposal.
Option 2 - Financial Proposal is submitted after Technical Evaluation from only Qualified Offerors.]]

B. Volume II – Financial Proposal

- i. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
- ii. Financial Proposal shall be submitted by the due date and time designated by the Procurement Officer after the Technical Proposal evaluations are performed by the State and only to “Qualified Offerors” (COMAR 21.05.03.03).

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
- 5.2.2 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.

[[Choose one of the options below and number sections accordingly:]]

Option 1 - Preferred. For Submission through eMMA use the following instructions and delete Options 2 and 3.]]

- 5.2.3 Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the Quick Reference Guides (QRG) labeled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 - 1. Technical Proposal in searchable Adobe PDF format, and
 - 2. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:

1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in <<xxxx>> format,
2. Financial Proposal in searchable Adobe PDF format,
3. a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

[[Option 2. Other electronic means - (email with explanation why it's not able to use eMMA) or BidX or Reverse Auction platform, etc.]]

5.2.7 Offerors shall submit Proposals by electronic means as described below.

- A. Electronic means includes email to the Procurement Officer address listed on the **Key Information Summary Sheet**.
- B. Any Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

5.2.8 Email submissions

- A. All Proposals shall be password protected.
- B. The password for the Technical Proposal must be different from the password for the Financial Proposal.
- C. Offerors shall provide the Technical Proposal password and Financial Proposal password in accordance with Article D of this Section in a separate email to the Procurement Officer upon request, within one business day, or their Proposal will be deemed not reasonably susceptible of being selected for award. Subsequent submissions of Proposal content will not be allowed.
- D. The Procurement Officer will contact only those Offerors with Technical Proposals that are initially determined to be reasonably susceptible of being selected for award for the Financial Proposal password.
- E. Proposals submitted via email must not exceed 8 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2).
- F. The email submission subject line shall state the RFP and the Solicitation Number found in the **Key Information Summary Sheet** and either "Technical Proposal" or "Financial Proposal."

5.2.9 Two Part Submission:

- A. Technical Proposal consisting of:
 - 1) Technical Proposal in searchable Adobe PDF format, and
 - 2) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
- B. Financial Proposal consisting of:
 - 1) Financial Proposal and all supporting material in <<xxxx>> format,
 - 2) Financial Proposal in searchable Adobe PDF format,

- 3) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

[[Option 3. Least preferred. Does not offer transparency like Option 1 and 2. For Paper Submission use the following instructions and delete Options 1 and 2.]]

- 5.2.10 Offerors may either mail or hand-deliver Proposals.

For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If a Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail or another form for which both the date and time of receipt can be independently verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Offeror using first class mail will not be able to prove a timely delivery at the mailroom.

Hand-delivery includes delivery by commercial carrier acting for the Offeror. For any type of direct (non-mail) delivery, a Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

- 5.2.11 Two Part Submission:

A. Technical Proposal consisting of:

- 1) Technical Proposal in searchable Adobe PDF format, and
- 2) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and

B. Financial Proposal consisting of:

- 1) Financial Proposal and all supporting material in <<xxxx>> format,
- 2) Financial Proposal in searchable Adobe PDF format,
- 3) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.3.2 Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Attachments A through E = Proposal will be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

Attachments F through R = Proposal may be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

[[Procurement Officer should delete the Attachment Name and replace it with “Not Applicable” if the Attachment is not required for this solicitation.]]

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab A		<p>Title Page and Table of Contents</p> <p>The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.</p>
Tab B		<p>Claim of Confidentiality (If Applicable)</p> <p>Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - “Not applicable”.</p>
Tab C	F	<p>Bidder/Offeror Information Sheet</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Officer-Information-Sheet.pdf</p>
Tab D		<p>Executive Summary & Acknowledgement of all addenda to this RFP.</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p>The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.</p> <p>In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 “Offeror Responsibilities”).</p> <p>The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Exhibit 2), or any other exhibits, appendices, supplementals, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.</p>
Tab E		<p>Minimum Qualifications</p> <p>The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in Attachment L.</p>
Tab F		<p>Offeror Technical Response to RFP Requirements and Proposed Work Plan</p> <p>The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		Section 2 in order and shall contain a cross reference to the requirement.
		The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work . The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. [[This section is optional language; delete “full row” if inapplicable.]]
		Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal. [[Optional language; delete “full row” if inapplicable.]]
		The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in Section 3.5 .
		Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.
		Other information as requested for Tab F in the Supplemental .
Tab G		Experience and Qualifications of Proposed Staff

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.4 . Specifically, the Offeror shall:
		Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
		Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
		Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.5.5).
		Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		<p>Offeror Qualifications and Capabilities</p> <p>The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in Section 2.4.1. The Offeror</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p>shall describe how its organization can meet the requirements of this RFP and shall also include the following information:</p> <ul style="list-style-type: none"> • The number of years the Offeror has provided the similar goods and services; • The number of clients/customers and geographic locations that the Offeror currently serves; • The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; • The Offeror's process for resolving billing errors; and • An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
Tab I	L	<p>Reference Checks</p> <p>(Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past [[ten years]])</p>
Tab J	M	List of Current or Prior State Contracts
Tab K		<p>Financial Capability. (Submit under TAB K) The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity.</p> <p>If available, the Bidder <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).</p> <p>In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:</p> <ul style="list-style-type: none"> • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit;

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<ul style="list-style-type: none"> Evidence of a successful financial track record; and Evidence of adequate working capital.
Tab L		<p style="text-align: center;">Certificate of Insurance</p> <p>The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14, but would be the required insurance certificate submission for the apparent awardee.)</p>
Tab M	P	<p style="text-align: center;"><u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u></p> <p>The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.</p>
Tab N	N	<p style="text-align: center;">Legal Action Summary</p> <p>This summary shall include:</p> <ul style="list-style-type: none"> A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years; A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		court, provide the name of the judge and location of the court.
Tab O		<p>Economic Benefit Factors</p> <p>If Section 6.2.4 Economic Benefit to State of Maryland are required as an evaluation criterion, see Appendix 8 for guidance.</p>
Tab P	A	<p>Bid/Proposal Affidavit</p> <p>A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit.</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</p>
	C	<p>Bid Bond</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-C.-Bid-Bond.pdf</p>
	D	<p>MBE Forms D-1A</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</p> <p>IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.</p>
	E	<p>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A</p> <p>http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</p> <p>IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		submitted for each Functional Area or Service Category where there is a VSBE goal.
Tab Q	G	Maryland Living Wage Requirements Affidavit of Agreement (for Services and Facilities Maintenance Contracts - See Appendix 6 for Details) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf
	H	Federal Funds Attachments https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-H.-Federal-Funds-Attachment.pdf
	I	Conflict of Interest Affidavit and Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf <i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i>
	J	Mercury Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-J.-Mercury-Affidavit.pdf
	K	Location of the Performance of Services Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf
	O	Payment of Employee Healthcare Expenses Certification

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
	Q	Labor Resume Form <i>(See Specific Document Provided by Procurement Officer)</i>
	R	Corporate Diversity Addendum https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be <u>\$1,000,000 or more.</u> <i>Note: This document is for data collection only.</i>

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5.4 Volume II – Financial Proposal**TABLE A (Continued) - Attachments and Documents Required with the Proposal**

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Financial Proposal submitted separately from Technical Proposal	B	<p>The Price Form (as specified within eMMA)</p> <p><u>Do not alter this Price Form</u> or leave blank any items on the Price Form or include additional clarifying or contingent language on or attached to the Price Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the State. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form.</p> <p>(See Appendix 2 for specific Price Form Instructions.)</p>

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The <<typeofAgency>> reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight. **[[The order of importance of these criteria may be rearranged depending on your procurement.]]**

6.2.1 Offeror's Technical Response to Requirements and Work Plan

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors

6.2.4 Economic Benefit to State of Maryland (See **Appendix 8. Economic Benefit Factors**)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment B - The Price Form.

[[For procurements that will produce revenue for the State, the wording of this section should be as follows:]]

All Qualified Offerors will be ranked from the highest (most advantageous) to the lowest (least advantageous) revenue to the State based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B - The Price Form**.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

A. The Maryland resident business is a responsible Offeror;

- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
 - C. The other state gives a preference to its resident businesses through law, policy, or practice; and
 - D. The preference does not conflict with a federal law or grant affecting the procurement Contract.
- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the 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 prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personel as allowed in Section 2.5 (Substitution of Personnel).** [[Remove this statement if no proposed personnel requested.]]

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive <<Pick one equal weight with/greater weight>> than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** below.

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	<p>MBE Forms D-1B, D-1C, D-2, D-3A, D-3B</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</p> <p>Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.</p> <p>[[If there is no MBE goal, type “N/A” and remove link to documents.]]</p>
E	<p>VSBE Forms E-1B, E-2, E-3</p> <p>http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</p> <p>Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p> <p>[[If there is no VSBE goal, type “N/A” and remove link to documents.]]</p>
S	<p>Non-Disclosure Agreement (Contractor)</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf</p>

<<solicitationTitle>> Solicitation #: <<solicitationNumber>>	RFP Document
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	[[If Non-Disclosure Agreement is not required, type “N/A” and remove link to documents.]]
T	HIPAA Business Associate Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf [[If HIPAA Business Associate Agreement is not required, type “N/A” and remove link to documents.]]
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf
V	DHS Hiring Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-V.-DHS-Hiring-Agreement.pdf [[If DHS Hiring Agreement is not required, type “N/A” and remove link to documents.]]
W	Performance Bond https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-W.-Performance-Bond.pdf [[If a Performance Bond is not required, type “N/A” and remove link to documents.]]
X	Payment Bond https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-X.-Payment-Bond.pdf [[If a Payment Bond is not required, type “N/A” and remove link to documents.]]
Y	Data Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf [[If a DUA Agreement is not required, type “N/A” and remove link to documents.]]

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7 RFP Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents needed to assist the offerors in preparing their proposals in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

[[Procurement Officers should type “N/A” in place of the Appendix Name should the appendix not apply to this procurement.]]

7.1 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions
2	Price Form Instructions
3	Labor Categories
4	MBE Participation Goal
5	VSBE Participation Goal
6	Living Wage Requirements
7	Bonds
8	Economic Benefit Factors

<<solicitationTitle>> Solicitation #: <<solicitationNumber>>	RFP Document
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7.2 Exhibits (Table D)

[[Procurement Officers should type “N/A” in place of the Exhibit Name should the exhibit not apply to this procurement.]]

TABLE D - Exhibits	
Exhibit #	Exhibit Name
1	MBE, VSBE, and SBR Research Factors Template
2	Sample Contract
3	Deliverable Product Acceptance Form (DPAF) For IT contracts, see sample form online at http://doit.maryland.gov/contracts/Documents/procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf