PRINCE GEORGE’S COMMUNITY COLLEGE (PGCC) 
AND 
MARYLAND EDUCATION ENTERPRISE CONSORTIUM (MEEC) 

REQUEST FOR PROPOSAL #20-10 

FOR 

Information Technology Security Services and Solutions 

ISSUE DATE: February 7, 2020 

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office and provide their name and email address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. This is a courtesy, not a requirement of the College. The College does not take responsibility if any Prospective Offeror is not informed of communication issued under this RFP. It is the sole responsibility of any Prospective Offeror to visit the College’s website for all documents relating to this RFP. 

PRINCE GEORGE’S COMMUNITY COLLEGE 
301 Largo Road 
Largo, Maryland  20774 
www.pgcc.edu
SOLICITATION SCHEDULE

RFP # 20-10

Issue Date: February 7, 2020

Last Day for Questions: February 19, 2020 at 10:00 AM ET

Proposal Due Date: March 9, 2020, 12:00 PM ET

Oral Presentation/Discussion Session(s):
(If held and for invited shortlisted firms only)

March 25-26, 2020 (projected)

Contractor(s) Selection Anticipated to be finalized:

April 20, 2020 (projected)

Contract Commencement:

By May 15, 2019 (projected)
PRINCE GEORGE’S COMMUNITY COLLEGE

RFP #20-10

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REQUEST FOR PROPOSALS

Information Technology Security Services and Solutions

SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation. Prince George’s Community College (PGCC), a MEEC member, is conducting this Request for Proposals on behalf of MEEC. The intent of this Request for Proposal (“RFP” or “Solicitation”) is to provide firms an opportunity to present their qualifications and solutions, for providing the scope of services described in this RFP on an ‘as needed basis’ to support the needs of MEEC members. Multiple master contract awards are anticipated. Awards will be made by IT security categories and the selected contractors may be awarded in one or multiple categories.

1.2. Procurement Regulations. This RFP shall be conducted in accordance with Prince George’s Community College’s Policies and Procedures as well as follow the University System of Maryland Procurement Policies & Procedures. The procurement method is Competitive Sealed Proposals.

1.3. Prince George’s Community College Profile and Maryland Education Enterprise Consortium (MEEC) Background.

Prince George’s Community College (PGCC) is the number one choice of Prince George’s County residents for an undergraduate education and the leading institution in training and preparing employees for the county’s workforce. Since 1958, the college has provided students, the county, and region with high quality and affordable education, cutting-edge workforce and development training and the opportunity to achieve their dreams and aspirations.

Prince George’s Community College serves a diverse population of more than 44,000 students who represent 128 countries throughout the world. The College in partnership with County agencies, schools, and businesses provides two-year degree programs, transfer opportunities, career education, workforce training and continuing education. Students can earn associate degrees, certificates, letters of recognition, and licensures. At Prince George’s Community College, student success is the highest priority. The college is committed to promoting opportunities for students to succeed inside and outside of the classroom.

The Maryland Education Enterprise Consortium (MEEC) is an initiative of the University System of Maryland comprised of educational agencies throughout the State of Maryland, including:
• 200+ Member Institutions
  o All 24 K12 Public School Systems  
  o ALL USM Universities, Colleges & Regional Centers  
  o ALL Community Colleges  
  o Private K12 schools and private & Federal higher education institutions  
  o Libraries and museums
• MEEC represents 1,250,000+ students & 220,000+ FTE faculty and staff
• $100,000,000+ spent annually on MEEC agreements = Millions in savings for Maryland education
• Nearly 100 vendors, 16 agreements, 12 multi-award vendors

Note: MEEC’s membership numbers are listed above; however, members change over time and a current list of MEEC member institutions can be found at: http://meec-edu.org/current-members/.

There is no guarantee of work associated with this RFP; however, all MEEC member institutions will be eligible to procure services through this contracting vehicle.

MEEC is a unique organization, uniting K-20 education partners in Maryland to provide cooperative information technology contracts for hardware, software, and services at discounted prices. The Maryland educational institutions that are eligible to participate in MEEC contracts include: the University System of Maryland (USM) and its 12 USM institutions, private colleges and universities, community colleges and other public higher education entities, K-12 (public and private) schools, public library systems, public museums, and teaching hospital institutions. Participation in all aspects of the MEEC consortium is voluntary and non-exclusive.

MEEC currently has over 200 separate educational entities participating in Software, Hardware, and IT Services Agreements representing more than 220,000 FTE of faculty and staff. A complete list of existing MEEC members is located under Membership>Current Members at the following URL: http://meec-edu.org/current-members/  

Note: Some of the members have overseas facilities/affiliations which are also eligible to use MEEC’s contracts. The members that have overseas facilities can be found on the members’ websites. Links to the members’ websites are provided on the URL listed above. MEEC reserves the right to add overseas facilities as needed during the life of the Contract.

The following are examples of the overseas facilities and are in no way to be considered inclusive:

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<tr>
<th>UMGC Asia</th>
<th>Johns Hopkins University - SAIS Europe</th>
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<tbody>
<tr>
<td>Division Headquarters</td>
<td>(School of Adv. International Studies)</td>
</tr>
<tr>
<td>Unit 5060, Box 100</td>
<td>via Beniamino Andreatta, 3</td>
</tr>
<tr>
<td>APO AP 96328-0100</td>
<td>40126 Bologna, Italy</td>
</tr>
</tbody>
</table>
The selected Contractors shall provide and be responsible for the services and products defined herein in accordance with this contract and MEEC. All MEEC members who are in good standing may use the contracts awarded as a result of this RFP.

2. Issuing Office.

Beth Vu Kirk, Director of Procurement (PGCC Procurement Officer)
Prince George’s Community College
Office of Procurement, Kent Hall 264
Largo, MD 20774-2199
Kirkbv@pgcc.edu
Telephone No.: 301-546-6000

and

Nena Charity, Procurement Manager
Prince George’s Community College
Office of Procurement, Kent Hall 264
Largo, MD 20774-2199
charitnl@pgcc.edu
Telephone No.: 301-546-0025

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

MEEC Representative
Carol Munn, MEEC Procurement Officer
Maryland Education Enterprise Consortium
1450 S. Rolling Road, Room 2.018
Baltimore, MD 21227
cmunn@usmd.edu

The MEEC Representative may perform actions relating to this RFP as required/requested by the College.

3. Questions and Inquiries.
All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to the individuals listed above. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the Issuing Office may not have been received. It is the sole responsibility of
potential proposers to ensure inquiries/questions are received for response. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed in the Solicitation Schedule of this RFP.

Potential proposers are advised that the Issuing Office reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions.

4. **Minority Business Enterprises (MBE) and Local Businesses.**
   Minority participation is important to PGCC and other MEEC Members. The PGCC encourages qualified local minority businesses and local business to provide goods and services for the scope of services described in this RFP. MBE requirements shall be in accordance with the requirements set forth by the MEEC institution/s.

5. **Acceptance of Terms and Conditions.**
   By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFP shall not be accepted nor be made part of any Contract, if awarded. Additional terms and conditions may be issued by any given MEEC institution/s for the performance of services. Contracts resulting from this Solicitation may also be subject to the MEEC institutions’ internal approval process.

6. **Contractual Agreement and Term.**
   It is intended that multiple master contracts will result from this Solicitation.

   Master Contracts arising from this RFP action shall commence on the date the Contract is fully executed, or such other date the parties shall agree. The term of the Master Contract/s is anticipated to start on or around **May 15, 2020 and will expire on April 30, 2024. The initial term will be four years and there will be two (2) optional three (3) year renewal terms.**

7. **Confidentiality of PGCC’s and Offeror’s Information.**
   Refer to Appendix E: Solicitation Terms & Conditions, #7 for the terms of confidentiality of information.

8. **Post-Award Confidentiality.**
   Refer to Appendix C, 2. Contract Terms & Conditions, #3 for the confidentiality obligations of awardees.

9. **Additional Terms and Conditions.**

   9.1 **Expansion Windows, Adding Brands, Amendments.**

   As technology evolves, the Issuing Office may amend the SOW/Services to add additional computer/technology solutions and services to awarded contractors. It is anticipated that contractors and brands may be added over the life of the contract.
At three (3) year intervals following the award of the Master Contracts, PGCC/MEEC intends to announce an Expansion Window during which new offerors may propose to become Master Contractors. Further, during an announced Expansion Window, PGCC/MEEC intends to allow existing Master Contractors to propose to add categories not previously awarded to their Master Contract.

Awarded contractors may be solicited, potentially annually, for proposing the addition of brands within their awarded categories at discount off their Standard Educational List Pricing (SELP).

The additional contractor proposed brands shall be considered for award in terms of their value to MEEC members.

Any accepted additional contractor proposed brands shall be amended to the contract through Contract Modification/Amendment.

Additional brands may also be considered to be added on an ad-hoc basis during the life of the contract as needed. As needed requests may be submitted to the Issuing Office/PGCC Procurement Officer by an individual MEEC member institution or a lead MEEC member institution on behalf of a MEEC member constituency.

Ad-hoc requests for adding brands shall be assessed in terms of the overall value to MEEC members. The ad-hoc brand requests of value may be solicited to contractors for proposing the addition of brands and associated discounted off their Standard Educational List Pricing within their awarded categories. Acceptable additional ad-hoc requested brands shall be amended to the contract through Contract Modification/Amendment.

9.2 Intentionally Left Blank

9.3 Price Structure
Contractor agrees to extend the proposed price structure and discounts to all MEEC member institutions that are in good standing.

9.4 Intentionally Left Blank

9.5 Secondary Competition – Task Order Request for Quotes/Proposals
A written price quote that provides specific details about the item being quoted, including general description, technical specifications where applicable, quantity, unit of measure, list price, discount percent (consistent with percent discount offered in response to this RFP) and discounted price, will be provided to any MEEC participating institution upon request. Price quotes must be valid for a minimum of 30 days. Price quotes may be delivered via web pages, email attachments or any other technology, provided that the end user may review a written description of the quote.

Prices may not be adjusted, nor additional fees charged if the MEEC participating institution pays by purchase order with Net 30 days payment terms, or if they pay by credit card. Credit card
surcharge (unless accepted by the MEEC member) and convenience fees are specifically prohibited under the contract for all MEEC participating institutions.

It is anticipated that participating institutions may have large volume purchase for a specific project (a new security initiative, etc.) and may seek secondary competition from contract holders. Any participating MEEC institution may issue a Task Order Request for Quotes or a Task Order Request for Proposals to contract holders. Awards of Task Order Request for Quotes/Proposals will be made in accordance with the terms and conditions of the specific Task Order Request for Quotes/Proposals.

9.6 Price Changes
Since the basis of pricing for hardware and software for any award resulting from this RFP will be based on a percentage discount from SELP, discount decreases will not be permitted during the contract term. Attempts to reduce the base percentage discount from list price may result in termination of the Contractor’s awarded Contract.

The percentage discount from list price may be increased at any time, or for a limited period of time, or in response to a specific Task Order Request for Proposals/Quotes.

For Services billing, for each year of the Term following the initial four (4) years, Contractor may request an annual price increase, if any, by March 1st. Any price increase request not received by that time, may not be considered by PGCC/MEEC and pricing in the subsequent year will remain as stated during the just completed Master Contract term. A price increase, if any, shall not exceed the Consumer Price Index (“CPI”) for “All Urban Consumers” as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the contract year ends April 30, 2023, the price index for twelve-month period ending October 2022 will be used. Price increases will be capped at CPI or 5%, whichever is less, for any given one-year period. Statistics will be referenced for negotiation purposes as Contractor is not to assume that any price increase will be applied to any subsequent contract year of the Term. Increases are not cumulative for prior years; if a Contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the Contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by PGCC/MEEC will take effect on May 15th of each Renewal Term(s) and be effective for a minimum of twelve (12) months.

9.7 Contractors with Zero/Low Sales
MEEC routinely tracks contract utilization by reviewing vendor sales reports and by reviewing purchases with its members. Contractors that continually have zero or low sales will be annually evaluated to determine if their contracts should be renewed. Non-renewal decisions will be made by the MEEC Board and PGCC’s Procurement Officer.

9.8 Contract Use
Any MEEC member in good standing may use the contracts awarded as a result of this RFP. Participation by USM campuses and/or institutions in any resulting contract is voluntary. USM institutions will not be required to procure computer hardware exclusively from the selected vendor(s). Other users of the Contracts resulting from this RFP reserve the right to procure
computer hardware and related services from other sources when it is in the best interest of each user and to do so, without notice to vendor(s).

The list of contract holders will be provided to all MEEC institution procurement offices. Purchase orders (and/or in some cases Task Order Contracts) will be issued by participating institutions on an as-needed basis. Each institution will be responsible for payment resulting from purchase orders or contracts issued by the institution. Contractors are advised not to ship products or perform services until they receive a Task Order Contract and/or Purchase Order agreement from the buying MEEC institution.

9.9 Services (as applicable to MEEC Institution)
In addition to hardware, services shall not to exceed 49% of the total contract value (51% or more hardware, licenses, software and subscriptions, 49% or less services).

9.10 IDIQ Contracts
Contractors awarded contracts for security services, products from specific manufactures or brands for any given Category will be awarded Indefinite Delivery, Indefinite Quantity (IDIQ) contracts. Contractors may only be awarded Category 6 – Other IT Security Products & Solutions in combination with an award in at least one other Category.

The Contractor may sell any product that falls into their awarded Category(ies) within the manufacturer or brand awarded. No guarantee is made that any specific volume of purchases or dollar commitment that will result from the IDIQ contract award.

As new products are introduced into a manufacturer’s line or brand, the Contract holder may sell any and all such new products in the Category and brand for which they hold the contract.

9.11 Continuity of Service During Contract Transition

9.11.1 Transition In
Upon award of contracts as a result of this RFP process, the selected Contractors will begin immediately to work with MEEC members. The selected Contractors shall work to assure that license coverage remains uninterrupted, purchase orders are sent to distribution, and that all necessary documents are in place for the contract.

9.11.2 Transition Out
The selected Contractors must service the contract through the end of the term of their contracts. The Contractors shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to a new Contractors.

Examples of these activities include but are not limited to: a final project debriefing meeting, providing customer points of contact, order details, transfer of licensing information, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The Contractors shall ensure that all necessary knowledge and materials for the tasks completed are transferred to enable a seamless transition to the new Contractors.
9.12 MEEC Surcharge
MEEC has instituted a funding stream by initiating a 0.5% (one half of one percent) surcharge on products purchased by MEEC members under this agreement.

The MEEC surcharge MUST be incorporated into the offerors submitted price proposals. Vendors will transmit funds associated with the 0.5% to MEEC by electronic transfer biannually no later than 8/1 and 2/1. Surcharge payments that are $1,499.99 or less may be paid either by ACH transfer or credit card. The vendors’ Cumulative Sales Reports, which summarize the MEEC member purchases, must be submitted to MEEC at the time the surcharge payments are made to MEEC. Methodology for tracking, reporting and payment of this surcharge of 0.5% to MEEC is part of Technical Proposal Response Matrix. Vendors that fail to submit the required cumulative sales and surcharge reports may have their contracts suspended and/or terminated for contract non-compliance, at the sole discretion of MEEC’s Board of Directors and PGCC’s Procurement Officer.

9.13 MEEC Information Sessions
The selected vendors will participate in Information Sessions for the new contract with the MEEC members across the State of Maryland and/or via Web Conference. Responsibilities for the informational sessions include but are not limited to presentations, demonstrations and customer support in sharing relevant information with MEEC members for acquiring MEEC solutions under the resulting contract from this RFP. Contract awardees will work closely with the MEEC Office in the coordination, planning and delivery of the information sessions assuring quality roll-out of the new contract.

9.14 Out-of-Scope
Due to MEEC’s existing exclusive contracts including but not limited to Hardware, AV Hardware & Services, and Microsoft software, the Contract does not include audio visual, video equipment, physical security equipment such as surveillance systems, general IT hardware, or Microsoft software brands.

9.15 Invoicing
The awarded Contractor shall provide the following invoicing services. Invoices shall reflect the accepted labor rates and/or discount off of SELP as accepted and listed in the resulting vendor Agreement.

Throughout the duration of any resultant contract, the Contractor shall provide one paper copy of each invoice or electronic invoices (if allowed by the MEEC member). The invoices must contain the following minimum information:

a. Invoice Number
b. Invoice Date
c. The word ORIGINAL printed on the original copy of the document.
d. The full company or corporate name and address; payment address if it differs from corporate address.
e. The full nine (9) digit Federal Tax Identification number (for U.S. Contractors only) or Social Security Number.
f. Purchase order number and/or contract number.

Direct invoices to the address provided by the MEEC member institution and/or as provided by the MEEC member institution’s purchase order.

Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Contractor for re-issuance.

9.16 Intentionally Left Blank.

9.17 Subcontracting and Assignment

A. Except as explicitly set forth in this Agreement, Contractor may not subcontract any portion of the Services provided under this Agreement or any Task Order Contract without obtaining the prior written approval of PGCC/MEEC or the affected Buying MEEC Institution, whichever is applicable, nor may Contractor assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of PGCC/MEEC. If requested, subcontractors are to be identified in the Task Order Proposal submitted to the Buying MEEC Institution in response to a TORP. Such written approval will be in the form of a modification to this Agreement or included in a Task Order Contract, whichever is applicable. The PGCC/MEEC or a Buying MEEC Institution shall not be responsible for the fulfillment of Contractor’s obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that PGCC/MEEC and/or the Buying MEEC Institution deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Agreement or any Task Order Contract and shall be subject to liability to PGCC/MEEC and/or the Buying MEEC Institution for acts and omissions of subcontractors.

B. Contractor agrees that all Services provided by Contractor under this Agreement or any Task Order Contract including any amendment(s) to this Agreement or any Task Order Contract will be performed by employees or consultants or subcontractors of Contractor who have executed work-for-hire agreements with or who have assigned their work to Contractor as appropriate. Contractor shall only engage consultants or subcontractors who have agreed to comply with the Contract Terms & Conditions in Appendix C, 2. of this RFP as if they were a party hereto. Contractor and PGCC/MEEC agree that PGCC/MEEC and the Buying MEEC Institution is a third party beneficiary of such engagement agreements and PGCC/MEEC and the Buying MEEC Institution have the right, but not the obligation, to enforce such engagement agreements in its own name. Contractor acknowledges and agrees that it is responsible under this Agreement and/or any Task Order Contract for the acts and omissions of its consultants.
C. Neither party may assign this Agreement or any Task Order Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Agreement or any Task Order Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets, or via a merger, with notice to PGCC and MEEC and for a Task Order Contract, the Buying MEEC Institution. Contractor may designate a third party to receive payment without PGCC/MEEC’s or the Buying MEEC Institution’s prior written consent unless in conflict with Maryland or federal law, but shall provide PGCC/MEEC and/or the Buying MEEC Institution with notification thereof.

9.18 Notices

Notices under the awarded master contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

PGCC
Attn: Procurement Director
301 Largo Rd, Kent Hall #264
Largo, MD 20774

and

MEEC
Attn.: Executive Director
1450 S. Rolling Road
Baltimore, MD 21227
SECTION II. SCOPE OF WORK/SERVICES

1. Overview.

The selected Contractors shall provide and be responsible for the services and products defined herein in accordance with this contract.

Contractor’s services shall include the requirements described in the RFP’s Scope of Work as provided below and as applicable to the Categories proposed and awarded. Services are to be provided as end-to-end or outcome-based assignments/project-based solutions in response to Task Order Request for Proposals (TORP) pursuant to an award of a Master Contract. Requested Services may be provided ranging from major turnkey projects (complete start to finish and ready for use) to smaller projects and ad-hoc consulting. Master Contracts will result from this solicitation with subsequent Task Order Contracts and/or Purchase Order agreements awarded on a MEEC Member by MEEC Member basis. At the completion of the evaluation by the Buying MEEC Institution of TORP responses, the selected Master Contractor, will be issued a Task Order Contract (TOC) and/or a Purchase Order (PO) by the Buying MEEC Institution. The TORP may be presented as a detailed Statement of Work or as a business problem requiring respondents to prepare and submit a detailed proposal stating the respondents’ intended action plan to result in a solution to the business problem presented.

2. Dedicated MEEC Account Team Representatives.

Duties and responsibilities include but are not limited to: processing orders (which may be delivered by ERP, internet, email, FAX, telephone, US Mail or other agreed to methods), generating quotes with all applicable discounts, fees and taxes, addressing customer concerns and questions, pre-sales support, and order tracking.

A. Account representative(s) must be available 8:00 am – 5:00 pm Eastern Time, Monday through Friday.

B. Contractor shall provide contact information for the dedicated account representative(s) and areas of responsibility (such as by school or group of schools/educational institutions, by geographical location, etc.) upon award. Specify the contact person for large and/or complex orders as well as daily and small orders (may be the same person) to include complete contact information. The Contact information is to include name, mailing address, local or toll-free phone number, fax number, and e-mail address.

C. Account representative(s) must have the ability to process phone orders and accept payment in the form of a valid purchase order, procurement credit card, or institutional check.

D. Provide dedicated account representative (primary person) responsible for responding to and fulfillment for orders placed for MEEC under a resulting Agreement with your firm.

E. Provide an account representative responsible for responding to everyday and small orders (may be the same person as the dedicated account representative).

F. Provide a designated Sales Engineer as part of their proposed dedicated MEEC Account Team.
3. Categories and Requirements.

**Category 1 – IT Security Assessment and IT Security Services**

The Contractor will be expected to provide leadership and supervision for its consultants assigned to a resulting engagement while collaborating with a designated point of contact. Work may be done full time or part time, on a fixed fee basis, not-to-exceed fee basis, or Time and Materials basis. Work may be done on-premise or remotely at the discretion of the Buying MEEC Member.

**IT Security Assessment and IT Security Services Example Tasks**

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<th>Tasks</th>
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<td>Access Control Mechanisms</td>
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<td>Application Vulnerability Assessment</td>
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<td>Business Continuity and Disaster Recovery</td>
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<td>Cloud Computing Security</td>
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<td>Compliance with Applicable Laws, Regulations and Common Contractual Obligations</td>
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<td>Computer and/or Incident Forensics</td>
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<td>Data Breach Analysis and Remediation</td>
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<td>IT Security Assessment</td>
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<td>Electronic Discovery (including preservation)</td>
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<td>IT Security Planning</td>
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<td>IT Security Awareness Planning</td>
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<td>Energy Consumption Audit</td>
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<td>Network Infrastructure Design</td>
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<td>Risk Assessment and Assurance</td>
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<td>Security Related Aspects of Desktop Configuration</td>
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<td>Security Related Aspects of Server Configuration</td>
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<td>Software Licensure and Compliance</td>
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<td>Vulnerability Assessment and/or Penetration Testing</td>
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<td>IT Security Training</td>
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**Category 2 - Security Information and Event Management (SIEM) Solutions**

SIEM includes software products and services. Contractor shall provide real-time analysis of security alerts generated by applications and network hardware.

**Category 3 – End Point and Data Protection Solutions**

Includes solutions that protect and monitor end-user devices like desktops, laptops, and mobile devices as well as protection of data. Data protection solutions may include centralized configuration management, which is an integral component to an overarching cyber-security strategy. Aggregated management of servers and endpoints is crucial to ensuring that security patch levels are maintained and security configuration is consistent for all enterprise-managed devices.

**Category 4 - Intrusion Detection Prevention, and Monitoring Solutions**

This category includes the recommendation, sale, implementation, training, and/or support of security solutions that detect, prevent, and monitor the events occurring within a single device or within the network. Intrusion detection systems monitor the network and send alerts to systems administrators if a potential threat is detected. It enables organizations to respond quickly to covered devices that are compromised or imminently in danger of being compromised. Intrusion
prevention controls the access to IT resources to protect it from abuse and attack. Prevention solution are designed to monitor intrusion data and take the necessary action to prevent an attack from developing.

**Category 5 – Identity Management and Governance Solutions**

This category includes the recommendation, sale, implementation, training, and/or support of single sign-on, external identity management integration of on-premise, cloud, and software-as-a-service applications, and identity lifecycle management solutions.

**Category 6 – Other IT Security Products and Solutions**

This category includes other IT security specific hardware, software, and solutions not covered in other MEEC agreements. As noted earlier in this RFP, Category 6 may only be Awarded to Contractors that are Awarded in at least one of the other five categories.

*The Issuing Office reserves the right to limit the scope, type or assortment of items awarded in this Category 6.*

4. **Required Documentation and Compliance, as Applicable**

Upon request, the Contractors shall necessary compliance documentation including but not limited to;

- **ISO Compliance:**
  Documentation to verify certification and compliance with the ISO 9000 series of standards for quality assurance, for the development and manufacturing of all products proposed under this contract.

- **Value-Added Reseller:**
  Documentation to verify that they are an authorized vendor value-added reseller (VAR). A VAR is defined as a company that adds features or services to an existing product, then resells it (usually to end-users) as an integrated product or complete "turn-key" solution. The added value can come from professional services such as integrating, customizing, consulting, training and implementation.

- **Authorized Reseller:**
  Documentation to verify that they are an authorized reseller of a specific product. An authorized reseller refers to a company that is purchasing its products direct from the manufacturer or from an authorized wholesaler. Products sold by authorized resellers shall be covered under the manufacturer’s warranty.

- **Level A Installation Service:**
  A service to factory pre-install licensed software, or pre-load software images. Many Maryland education entities participate in one or more enterprise level software agreements. Any customer electing to take advantage of this service will be responsible for providing proof of license and appropriate media to the vendor.
a) **New and Unused Equipment**
All equipment purchased under the awarded agreement shall be new and unused. As stated under the warranty sections, it is acceptable for replacement parts to be serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.

b) **Labeling**
Each and every shipment must include a label on the outside of the box (or other shipping container) that will include the ordering institution’s task order contract number, purchase order number, or, in the case of a credit card purchase, the name of the person that placed the order.

c) **Compatibility**
All peripherals and components configured and ordered with a system must be compatible with that system. All components must be manufacturer approved, unless otherwise noted, and therefore, eligible for full manufacturer’s warranty.

d) **Complete Configuration and Delivery**
All equipment purchased under the awarded agreement must be configured with, and delivered with all required cables, license keys (if applicable), documentation, proof of all software licenses acquired with processors, and appropriate media.

e) **Ability to Run Current Version of OS**
All processors offered must be capable of running the most currently available version of the requested OS (for example Microsoft Windows, Apple OS, Android or LINUX) as the primary operating system, as requested.

f) **Operable Peripherals/Adaptors**
All software and/or necessary drivers related to peripherals and/or adaptors, and ordered at time of processor purchase, must be installed and operational prior to time of delivery.

g) **Products Guaranteed “Virus Free”**
All software installed prior to delivery must be scanned for viruses prior to delivery and must be guaranteed as “virus-free” (successfully scanned and no viruses found) upon delivery.

h) **Energy Star Compliance**
Applicable equipment must be rated “Energy Star” (federal standard) as described at [www.energystar.gov](http://www.energystar.gov).
5. Warranty:

**Base Warranty Period**
Warranty period shall begin upon delivery of equipment to the customer. The following are the Base Warranty Requirements by Category.

**Base Warranty Requirements**
Equipment ordered under this agreement at minimum, all equipment ordered under this agreement, must meet the following warranty requirements for Maryland based customers:

(a) Contractor will provide a minimum three (3) year on-site warranty for all parts and labor. (A lesser term may be requested by the ordering agency at the time the order is placed. A lesser price for a lesser warranty term is expected on an order-by-order basis.)

(b) In addition to, and concurrent with the required three-year “on-site” warranty, Contractor will provide, as an option, a three (3) year warranty for all parts and labor (either onsite or mail back/carry in) included in the purchase price.

(c) If the manufacturer offers a better warranty, the manufacturer’s warranty shall apply.

(d) Contractor must provide diagnosis to problem within one (1) business day of receipt of notice of the problem.

(e) Part replacement for repair, or comparable product replacement must occur within 3 business days. Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.

(f) If problem is not resolved to the customer’s satisfaction within 10 business days, Contractor shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer’s equipment. Such replacement equipment must be provided to the customer by the 10th business day.

(g) Manufacturer’s warranty shall apply for all peripherals and accessories.

**Manufacturer’s Extended Warranty Service**
This warranty may be purchased in conjunction with or separately from solutions at any time. Only contractors authorized by the manufacturer or distributor of the solutions and registered as furnishing a particular product line may provide Manufacturer’s Warranty Services. Manufacturer’s Warranty Service shall include, but is not limited to:

- Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- Direct access to experienced consultants of the solutions;
- Flexible service options including telephone or email support;
• Timely problem resolution of reported discrepancies;
• Remote technical support;
• Online self-help functions;
• On-site warranty

Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the Buying MEEC Institution.

All defective items must be replaced at no additional cost. If the products were provided without the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP.

If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the Buying MEEC Institution to install.

**Manufacturer’s Extended Service Agreement**

This service agreement may be purchased in conjunction with or separately from the solutions at any time. Only contractors authorized by the manufacturer or distributor of the solution and registered as furnishing a particular product line may provide manufacturer’s service agreement. The Manufacturer’s Service Agreement shall include, but is not limited to:

• Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
• Direct access to experienced consultants of the solution;
• Flexible service options including telephone or email support;
• Timely problem resolution of reported discrepancies;
• Remote technical support;
• Online self-help functions;
• On-site service

Any service period for equipment and services will not commence until acceptance of the equipment or services by the Buying MEEC Institution.

If the products were provided without the Installation terms, the contractor is responsible for the installation of the replacement equipment as defined in the RFP.

If the products were provided without installation, the contractor, at its option and at no additional cost, may provide on-site service or next-day drop ship replacements for the Buying MEEC Institution to install.

6. **Financing and Leasing**

Financing of hardware purchases will be allowed, including Closed End Leases (no obligation to buy at end of lease) and Lease-Purchase arrangements. Contractors are to stipulate their leasing
terms as an appendix to the financial proposal volume. Contractors are not required to offer financing of hardware and are not required to provide hardware on a lease basis.

7. Reporting Requirements

Manufacturer Reporting
The Contractors shall maintain all records and provide reports required by the manufacturer pertaining to license, software, services, and hardware purchases as well as any other reports required as part of the Licensing Agreements or by MEEC.

Cumulative Sales Reports
Contractors must provide cumulative sales reports biannually for all sales broken down by category and by sales to USM institutions and sales to non-USM institutions. Reports are due no later than Aug. 1 for the period Jan. 1 to June 30 and no later than Feb. 1 for the period July 1 to Dec. 31. These reports will be sent to the MEEC Office, as requested. See Exhibit 1, for an example Security Cumulative Sales Report Template.

Other ad-hoc reports that may be required are listed below:

Distribution Report
Contractors must provide these reports by MEEC institution and by educational sector (i.e. private higher education, public K-20, etc.) demonstrating delivery performance for the previous month. Information shall include, but is not limited to:

- Products ordered
- Date ordered
- Site
- Product delivery date, and
- Any problems incurred

Purchase Report
Contractors must provide a detailed report of purchases by:

- Institution name
- Institution Type – Education Sector
- Date of purchase
- Amount of product purchased
- Product name
- Product delivery date
- Procurement method, and any arrears
- MSRP, Education MSRP, Price, % Discount

MEEC Collective Purchase Reports
Contractors must provide a collective report of all purchases. This report will be sent to the MEEC Office. Reports must be available for 1/1 to 6/30 totals (no later than 8/1) and 7/1 to 12/31 totals
The selected contractors will provide biannual written accounts of the economic-benefits from the contractor to-date.

- Institution name
- Institution type – Education sector
- Date of purchase
- Amount of product purchased
- Product name
- Product delivery date
- MSRP, Education MSRP, Price, % Discount

**Status Reports and Presentations**
The Contractor’s capabilities need to include reporting flexibility to meet ad-hoc reporting as may be needed by the MEEC Office. As part of reporting needs, the contractor must be able to support reporting requirements based on granular product and user information. For example, some MEEC reporting will require additional detail such as delineation of specific options or product categories. The Contractor must be able to deliver reports as specified.

**Notification of Withdrawal of Support**
Contractors shall provide notice to customers at least 12 months prior to the withdrawal of support for any equipment following the initial warranty period. In some cases, a manufacturer or supplier may discontinue support on certain models of equipment if new models have been released. Contractors are to advise USM/MEEC at least 12 months prior to the withdrawal of support so that USM/MEEC institutions may make decisions related to replacement of the equipment and/or ongoing maintenance of the equipment.

**8. Other Requirements:**

**Product Road Maps**
Provide communication of new product releases to the education community (Technology Roadmap). Plans should include opportunities to review and explore (“hands-on”) new products and technology and provide access to technical information.

**Demonstration Units:**
Provide for the installation of “demonstration units” for evaluation purposes, upon request, and at no charge to the customer.

**Training Services:**
Provide training services to assist customers in gaining expertise in the products proposed.

**Email Order Confirmations:**
Proposer shall provide email confirmation back to the customer upon order. Confirmations should include the confirmation number, method of purchase, all configurations, all applicable fees, and taxes, and the delivery schedule.
Website Portal (if applicable):
Proposer shall provide a service to store user-profile information. Once information is entered for purchase by the customer, the purchase site will maintain such information and make it available to the customer for future purchases. This service shall eliminate the need to repeatedly enter customer, shipping and billing information. Credit card information must be kept secure. Contractor shall ensure all Contractor systems/platforms are PCI Compliant and shall provide customers with requested proof of compliance.

On-line Tracking (if applicable):
Proposer shall provide the ability for customers to check “order status” and “track delivery” on-line (received, constructing, shipped, current location, etc.).

Shopping Cart Capability (if applicable):
Proposer shall provide the functionality of a “shopping cart” in their on-line utility with the ability to research and purchase multiple, diverse products, and then process in a single transaction.

Staff Technician Certification:
Upon request by the Customer, the Contractor shall provide the opportunity for customers to certify their staff members as on-site technicians, thus making the customer eligible to receive reimbursement for service. Upon the customer’s completions of the “Technician Certification Programs”, certified customer staff members are then able to perform simple hardware fixes and upgrades on-site, without making a warranty service call, and without voiding the warranty. Customers with certified staff are reimbursed for their service work on covered equipment.

9. Packaging and Marking of Shipments.
Contractor shall:

   a. Pack and mark each shipment to comply with specifications contained in the Purchase Order (PO). In the absence of specifications, prepare each shipment in conformance with carrier requirements and accepted trade practices.

   b. Mark the outside of each shipment carton with the applicable PO/contract number.

   c. Deliver each shipment in good order and condition to the point(s) of delivery specified.

   d. Be responsible for any loss and/or damage to the goods occurring before receipt of each shipment by the consignee at the delivery point(s) specified herein.

   e. If requested, furnish a delivery schedule and designate the mode of delivering carrier.

10. Equipment and Installation.

   a. All equipment deliveries under the Agreement may be inspected by the ordering entity for conformance to the specifications for the equipment ordered.

   b. During any installation, the contractor shall perform standard testing of the individual components, and the complete integrated system ensuring all facets of the system installed, at a
minimum, meet the original manufacturer(s) specifications, and that the system successfully conforms to all order requirements and parameters.

c. If during the testing phase, any portion of the system is not functional and/or fails to meet the specification and requirements stated above, the Contractor shall use reasonable efforts necessary to correct the equipment installed within a reasonable timeframe at no additional charge.

d. Final system acceptance will be provided in writing to the ordering entity, only upon satisfactory demonstration via testing, that the complete installed system meets all specifications and requirements stated above.

e. Should the installed system not pass the testing protocols, the Contractor will be required make adjustments/repairs at no additional charge and then re-test to bring the system into compliance. Should the system not pass the testing protocols, the equipment may be returned for a full refund.


a. Services delivery shall be made in accordance with the Purchase Order or associated Task Order for any scope of services or statement of work ordered under the Agreement.

b. Any services that fail to meet the quality and specifications may be rejected. At the ordering entity’s discretion, the contractor may be requested to re-work any services/deliverables, at no additional cost until such services/deliverables prove acceptable.

c. In the event the Contractor is not able to produce acceptable services/deliverables, the right is reserved for the ordering entity to purchase replacement services in the open market and charge the Contractor for any excess price paid for the replacement, plus applicable expenses, if any.

d. The ordering entity, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor’s control. The ordering entity unilaterally may order in writing the suspension, delay, or interruption of performance of services.

e. When installation is required as part of this contract, the Contractor shall be responsible for removal of all packing materials

12. Intentionally Left Blank

13. Background Checks.

The Contractor shall perform background checks listed below for all personnel assigned to perform work/services at any MEEC facility/ies. The Contractor shall only assign personnel with successful reports and shall provide the College all success reports upon request. Contractor shall immediately remove any assigned personnel found to not have a successful background report.
• Federal Criminal Search
• State Criminal Search (specifically, MD, DC, VA)
• Sex Offender Search
SECTION III. PROCUREMENT PHASES
AND EVALUATION PROCESS

ARTICLE 1. PROPOSAL REQUIREMENTS

1. General Requirements

1.1. A Technical Submission.
An original plus three (3) copies (for a total of 4), as well as a CD or a flash drive, of the Proposal must be received at the Prince George’s Community College Issuing Office address by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP, in order to be considered. Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Proposal, as this is considered by PGCC to be the official Offer from the Proposer. No pricing information is to be provided in the Technical Proposal; if any pricing information is included, the Proposal may be deemed non-responsive by the PGCC Procurement Officer. By providing a CD or flash drive, Offeror grants PGCC the right to reproduce and distribute copies of the Proposal internally for evaluation purposes. The Proposal on the CD/flash drive must be compiled as one document and provided in pdf and WORD/Excel for ease of use by PGCC.

Clearly mark on the coversheet and binder which proposal is the original.

1.1.B Price Submission.
An original plus three (3) copies (for a total of 4), as well as a CD or a flash drive, of the Price Proposal must be received at the Prince George’s Community College Issuing Office address by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP, in order to be considered. Price Proposals must be in a sealed envelope or container separate from the Technical Proposal. Offerors should clearly mark the original hard copy of the Proposal, as this is considered by PGCC/MEEC to be the official Offer from the Proposer. By providing a CD or flash drive, Offeror grants PGCC/MEEC the right to reproduce and distribute copies of the Proposal internally for evaluation purposes. The Proposal on the CD/flash drive must be compiled as one document and provided in pdf and WORD/Excel for ease of use by PGCC.

Clearly mark on the coversheet and binder which proposal is the original.

Neither Technical nor Price Proposals will be open publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

The Technical and Price submissions labels shall include the following information:

RFP No.: 20-10
RFP TITLE: Information Technology Security Services & Solutions
Price Proposal Due Date:
Proposal Due Time:
Contractor’s Name:___________________________________________________
Contractor’s Address:__________________________________________________
Point of Contact:_______________________________________________________
1.2 Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery must accompany the Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. (See below.) Include the Offeror’s official business address and state in which it is incorporated or organized (if Offeror is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for PGCC’s/MEEC’s use during the procurement process. Do not include price information in the transmittal letter.

1.3 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Technical Criteria
Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. *Offerors must paginate the Proposal and are requested to provide tabs to separate responses to each of the technical criteria.*

The following information must be furnished in the Technical Proposal as more fully described within this RFP. Failure to include any of the items listed below may disqualify your firm’s response. Offerors are requested to compile their Technical Proposals in the same order. It is the Offeror’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for MEEC members.

3. Technical Proposal Requirements:

The proposal should be divided by tabs referencing the sections provided below:

**Tab 1: Table of Contents**
Include a Table of Contents displaying the organization of the proposal being submitted.

**Tab 2: Transmittal Letter** This letter will summarize in a brief and concise manner, the proposer's understanding and interest of the Scope of Work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract. The letter must indicate the official’s title or authority. The letter should not exceed two pages in length.
Tab 3: Experience

Section 3.1:

Firm Information – List:

1. Name of Firm
2. Primary address,
3. Year Firm was established;
4. Type of Ownership;
5. Name of Parent Company (if any);
6. Name and contact information of not more than two principals to contact;
7. Present Office Locations;
8. Total Personnel;
9. History and Information about the Firm.

Proposer shall provide an overview of their firm in the Technical Proposal that is no more than one page in length. Contractors shall include information regarding their organizational experience with MEEC and/or MEEC members and/or Educational Institutions if any.

Organization Chart
Proposer must provide an organizational chart as it applies to supporting a resulting in Award of this RFP. The organizational chart should clearly show management chains in support of a MEEC Agreement and provide escalation paths.

Section 3.2: Capabilities
Proposer must describe its ability to act as the prime contractor for awarded goods and services. Limit this narrative to one page in the Technical Proposal.

The prime contractor shall be responsible in all matters required by this RFP for any and all hardware, software, documentation, and all other awarded products and services.

Section 3.4: Operational Plan
Proposer must provide a detailed plan of operations indicating their methodology to resell or distribute products and provide services to MEEC institutions. Please relate your philosophy on how you will support the unique needs of MEEC and address the challenge of meeting the needs of the diverse MEEC membership. Any past educational consortia experience should be included here. The plan needs to be up to one page in the Technical Proposal.

Tab 4: Sub-Contractors

Sub-contractors must be identified with stated roles and responsibilities. Sub-contractors that are certified MBEs must be noted and their MBE Certification number included.
Payments for goods and services will be made only to prime contractors. Sub-contractors involved with the assembly or maintenance of hardware and software must be certified by the applicable manufacturers to do such work.

**Tab 5: Category Information Sheets/ Templates**

Complete and submit one (1) or more Category Information Sheets, See Attachment I (provided under a separate cover)

Note: The Issuing Office reserves the right to contact any manufacturer to verify that the Offeror is authorized and approved by the manufacturer to resell the hardware and associated software. If such authorization is denied, the Procurement Official may consider the Offeror’s proposal not susceptible of receiving an award and may reject the Offeror’s proposal

**Tab 6: References**

Complete and submit the attached Reference Sheet provided within Appendix A

Each proposing contractor must provide three (3) references where at least two of them are from “active” contracts. References are preferably similar in size, scope and complexity as the requirements defined in this RFP. References must be able to demonstrate the contractor’s capability to perform the requirements of this RFP and project description and services.

**Tab 7:**

- **Proposal Affidavit:** Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Proposal.


- **Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Proposal.

- **Acknowledgement of Review of Contract:** The Master Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the College, MEEC and/or MEEC institution/member. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by PGCC. For accounting purposes only, PGCC will also issue a purchase order to the awarded Contractor.

Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer’s technical proposal/submission.

- **Other Required Documents**
  - Mercury Affidavit
  - Conflict of Interest Affidavit and Disclosure
• IT Survey. If requested, Offerors may be required to complete the College’s IT Survey either during the procurement process or after. The Survey submission may impact final award and contract execution. If required the IT Survey will be submitted at a later date, at PGCC’s/MEEC’s sole discretion.

Price Proposals must be in a sealed envelope or container separate from the Technical Proposal. An electronic copy must be provided within your form’s submission.

Content.
The Financial/Price Proposal shall consist of, but not limited to:

1. Completion of the Financial and Price Proposal Form/s (Appendix B)
2. ALL fees must be included for the required services described in the SOW and Category Sheets.
3. Pricing must include but is not limited to, discounts by brand for each category off the SELP, and/or price per unit (i.e. rates per hour or rates per end point), additional discount percentages for MEEC members, volume discounts, etc.
4. The MEEC 0.5% surcharge MUST be incorporated into the submitted price proposal.
5. Provide billing rates for Category 1 and other applicable categories.

PGCC/MEEC may elect to request Best and Final Price Proposals (BAFO’s).

Offerors may modify their Proposals by email or as approved by the PGCC Procurement Officer at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the College.
SECTION III
ARTICLE 2. PROPOSAL EVALUATION PROCESS

1. Qualifying Proposals.
   1.1 Issuing Office/Procurement Officer Review: The Issuing Office shall first review each Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. The Issuing Office reserves the right to waive a mandatory requirement when it is in its best interest to do so.

   1.2 Evaluation and Selection Committee: All Qualifying Proposals will be reviewed by an Evaluation and Selection Committee (the “Committee”) established by the Issuing Office. As the procurement progresses, the Committee may seek input from other appropriate MEEC Members or request additional technical assistance from any other source.

2. Evaluation of Qualifying Proposals.

   2.1 Initial Evaluation: Following the Issuing Office’s qualifying review, the Technical Evaluation Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of MEEC members. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.

   The Proposal Evaluation team will rate and score the proposals based the Offeror’s submission to each response criteria listed in Section III, Article 1.

   2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist may be developed based on the Initial Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal.

3. Interviews/Oral Presentations/Discussion Sessions (If held and invited for shortlisted firms).

   3.1 Purpose: Based on the Evaluation Committee’s Initial Evaluation, the Issuing Office may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session (“Discussion Session”). The purposes of the Discussion Session are as follows:

   (i) To provide the Offeror the opportunity to demonstrate its experience;
   (ii) To discuss/clarify any and all aspects of the Proposal, in particular the proposed options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the services and other applicable professional services;
   (iii) To allow the Issuing Office to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and
(iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Proposal that may require additional clarification.

3.2 Format: The Discussion Session will be informal, MEEC members and the Evaluation Committee are not interested in a sales presentation by executives and business development staff; rather, the Issuing Office is requesting evidence of the Offerors ability to meet the requirements and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the MEEC Accounts fully participate in the presentation and discussion. Ample time will be available for all participants to ask questions and discuss issues and concerns related to the services, the scope of the services, and the Offeror’s capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60-90 minutes in length.

Each shortlisted Offeror will be required to have the key personnel team proposed in the firm’s proposal attend the session in Largo, Maryland. Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

3.3 Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.

4. Second Phase Evaluation (if applicable).

4.1 Criteria: Following the Discussion Session held with shortlisted Offerors, a Second Phase Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks, if performed. The College reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

4.2 Process: Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Evaluation as they pertain to their respective Proposals. It is the Issuing Office’s intent to incorporate references prior to establishing the final shortlist of proposals, however, it is the at the Issuing Office’s sole discretion to include referenced or not. The Issuing Office reserves the right to modify scoring if pertinent information regarding a Proposer’s capability is obtain prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Proposals from highest to lowest.
SECTION III
ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.
   The Committee may recommend an Offeror for contract award(s) based upon the Offeror’s Proposal without further discussion. However, should the Committee find that further discussion would benefit MEEC members the Committee may recommend such discussions to the Issuing Office. Should the Issuing Office determine that further discussion would be in the best interest of MEEC members, the Issuing Office shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. Final Ranking and Selection.
   2.1 Process: Following evaluation of the Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Issuing Office/PGCC Procurement Officer the award of the contracts to the Offerors whose Proposals are determined to be the most advantageous to the MEEC members. The decision of the awards of the Contracts will be made at the discretion of the Issuing Office/PGCC Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the awards selections.

   2.2 Basis for Award: Technical merit and availability of services and solutions may have a greater weight than financial and price in the final ranking. Award may be made to the Offerors with higher technical capabilities and Prices are not the lowest. The Issuing Office/Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offerors that will best meet the needs of the College and MEEC institutions as set forth in the RFP. Utilization of contracts resulting from this RFP may be subject to additional approvals required by individual MEEC institutions. Pricing shall also be included/considered in the overall ranking/rating and basis for award.

   2.3. Negotiations: The Issuing Office may select for award one or more Offerors to negotiate the terms and conditions of the Contract for any given Category. The Issuing Office reserves the right to make an award with or without negotiation.

3. Debriefing.
   3.1 Request: Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Issuing Office within ten (10) days after the date on which Offeror knows, or should have known, that its proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

   3.2 Discussion: Debriefings shall be limited to discussion of the Offeror’s proposal only and shall not include a discussion of a competing Offeror’s proposal. The debriefing may include information on areas in which the unsuccessful Offeror’s proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member.
APPENDIX A

PROPOSAL DOCUMENTS AND FORMS

1. Acknowledgement of Receipt of Addenda Form
2. Bid/Proposal Affidavit
3. Mercury Affidavit
4. Conflict of Interest Affidavit and Disclosure
5. References
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 20-10

PROPOSAL DUE DATE: ________________ at ____________

RFP FOR: Information Technology Security Services & Solutions

NAME OF OFFEROR: __________________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated ___
Addendum No. _____ dated ___
Addendum No. _____ dated ___
Addendum No. _____ dated ___
Addendum No. _____ dated ___
Addendum No. _____ dated ___

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

________________________________________Signature

________________________
Printed Name

________________________
Title
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal, law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

__________________________________________________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

____________________________________________________________________________
____________________________________________________________________________

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

___________________________________________________________________________
_________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or
other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:  ____________________________________________________________________

Address: __________________________________________________________________
___________________________________________________________________

(If not applicable so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: ________________ By: _____________________________________
(Authorized Representative and Affiant)
Mercury Content

A. Mercury Content. If required under COMAR 21.11.07, a price preference not exceeding 5 percent shall be applied in the evaluation of bids or proposals in favor of products that are mercury free or if stated elsewhere in the solicitation, to products containing the least amount of mercury. The following mercury affidavit shall be completed and returned with the bid or proposal.

B. Mercury Affidavit.

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE

THEREBY AFFIRM THAT:

I am the __________________________ (Title) and the duly authorized representative of __________________________ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

[ ] The product(s) offered do not contain mercury.

OR

[ ] The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

By: __________________________

Date __________________________  Signature __________________________

Print Name: __________________________

Authorized Representative and Affiant
CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a contract shall provide notice of the requirement of this regulation.

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

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

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the College may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the College may terminate the contract for default, institute proceedings to debar the Contractor from further contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another College or State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

By: ____________________________________
(Signature of Authorized Representative and Affiant)

Printed Name: ___________________________ Date: ______________

Title: ___________________________

Federal Employer Identification Number (FEIN):
__________________________________
REFERENCES

EACH PROPOSER/BIDDER MUST LIST BELOW AT MINIMUM, THREE CUSTOMERS OF A SIMILAR SIZE AND PROJECT WITH STATED TIMELINES COMPLETED WITHIN THE LAST THREE YEARS. FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE MAY LEAD TO THE DISQUALIFICATION OF BIDDER.

1. Customer Name: __________________________
   Address: __________________________________
   Contact Person: ______________________________
   Phone Number: ______________________________
   Email Address: ______________________________

   Projects:

2. Customer Name: __________________________
   Address: __________________________________
   Contact Person: ______________________________
   Phone Number: ______________________________
   Email Address: ______________________________

   Projects:

3. Customer Name: __________________________
   Address: __________________________________
   Contact Person: ______________________________
   Phone Number: ______________________________
   Email Address: ______________________________

   Projects:
APPENDIX B

1. Financial and Price Proposal Form
2. RFP 20-10_Appendix B_MEEC Security - Pricing Form Categories 1-6 (provided separately)
PROPOSAL NO.: RFP 20-10
PRICE PROPOSAL DUE DATE: _____ AT ________.
PROPOSAL FOR: Information Technology Security Services & Solutions
PROPOSER: ____________________________________________________
Federal Identification Number/Social Security Number: ____________

FINANCIAL AND PRICE PROPOSAL FORM
DATE_______________________

Beth Kirk
Prince George’s Community College
Office of Procurement
301 Largo Road
Largo, MD 20774

Dear Ms. Kirk:

The undersigned hereby submits the Financial Proposal as set forth in RFP #20-10 dated February 7, 2020, and the following subsequent addenda:

Addendum ___ dated____
Addendum ___ dated____
Addendum ___ dated____
Addendum ___ dated____

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

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

A. Attached to this Price Proposal Form is our firm's fee for all services, reimbursables and expenses that will be provided to complete the project as outline in this RFP. We confirm that these rates/prices are fully loaded and include all costs and expenses.

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

The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.
We understand that the College reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Team proposed in the Proposal will be assigned to the PGCC/MEEC Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from the College/MECC via contract amendment prior to such changes being made.

Enclosure:

(Signatures should be placed on following page.)
The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: __________________________

FIRM NAME ____________________________

ADDRESS ______________________________

TELEPHONE NO. ________________________

SIGNED ________________________________

PRINTED NAME _______________________

TITLE: ________________________________

**B. CO-PARTNERSHIP PRINCIPAL**

(Name of Co - Partnership)

ADDRESS: ______________________________

In Presence of Witness: ______________________

TELEPHONE NO. ________________________

Printed Name: ______________________________

________________________ as to (Partner)  

________________________ as to (Partner)  

________________________ as to (Partner)  

**C. CORPORATION**

(Name of Corporation)

ADDRESS: ______________________________

Attest: ________________________________

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

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

BY: ________________________________

________________________

Signature of Officer and Title

________________________

Printed Name

________________________

Title
APPENDIX C

CONTRACT DOCUMENTS AND FORMS

1. Master Contract Terms and Conditions to include a Service Level Agreement/Conditions.
2. Contract Affidavit
APPENDIX C

PRIOR TO THE EXECUTION OF THE CONTRACT, CONTRACT TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT THE COLLEGE’s/MEEC/MEEC MEMBERS’ SOLE DISCRETION

CONTRACT #__________

_________________________ __, 2020

CONTRACTOR: ________________
Federal Employer ID: ____________
Address: _______________________

________________________________
Contact Person: __________________
Contact Phone: __________________
Contact Fax: ____________________
Contact Email: __________________

Ordering Office: 
Project Coordinator: 
Coordinator Phone: 
Coordinator Fax: 
Coordinator Email: 

Procurement Officer/Contract Manager: 
Phone Number: 
Email address: 
CONTRACT TERMS & CONDITIONS

1 ANTI-BRIBERY
The Offeror warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

2 COMPLIANCE WITH LAWS
The Contractor hereby represents and warrants that:
A. It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation subject to registration under the Corporations and Associates Article of the Maryland Annotated Code) and that is will take such action as, from time to time hereafter, may be necessary to remain so qualified;
B. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including but not necessarily limited to: Maryland Building Codes, Americans with Disabilities Act, and the Maryland Occupational Safety and Health Act and related regulations; and
D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

3 CONFIDENTIALITY; DISSEMINATION OF INFORMATION
Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the MEEC institution for which the services were performed. Contractor shall indemnify and hold harmless the State, PGCC, MEEC, and MEEC’s member institutions from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by Contractor, its agents or employees.

4 CONTRACT AFFIDAVIT
Contractor shall execute the Contract Affidavit required by PGCC, which shall be in substantially the same form as the Maryland form at the time the contract is executed by PGCC.

5 CONTRACTOR'S INVOICES
Contractor agrees to include its Taxpayer Identification Number on the face of each invoice billed to MEEC member institutions. If a Purchase Order document is issued, the Purchase Order Number must be included.

6 DELAYS AND EXTENSIONS OF TIME
The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of the contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
7 DELIVERY AND ACCEPTANCE
Delivery shall be made in accordance with the solicitation specifications. The MEEC member institution, at its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The MEEC member institution unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The MEEC member institution reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met.

Materials shall be delivered FOB to the point or points specified in the bid or proposal, on the date either agreed to in advance or specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications may be rejected. Rejected materials shall be promptly replaced. If Contractor fails to promptly replace rejected materials, the MEEC member institution reserves the right to purchase replacement materials in the open market. Contractor shall be liable for costs to replace materials incurred by the MEEC member institution which exceed the bid proposal price, including expenses such as, but not necessarily limited to, shipping and delivery, if any.

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

9 DRUG AND ALCOHOL FREE WORKPLACE
The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchase order.

10 FERPA (FAMILY EDUCATION RIGHTS AND PRIVACY ACT)
The Parties agree to maintain the privacy and security of personally identifiable educational records and health information and to prevent disclosure in compliance with Federal laws.

11 GRAMM-LEACH BLILEY ACT OF 1999 - RESERVED

12 INDEMNIFICATION
PGCC, MEEC and the MEEC member institution shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

13 INSURANCE REQUIREMENTS
A. General Requirements:

1. All insurance required to protect the Contractors and PGCC, MEEC, and the MEEC member institutions from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.

2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. The Contractors and their subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the MEEC institutions’ Procurement Officer for the project; or as required by law; whichever is greater.

3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.
4. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage herein shall have an AM Best rating of not less than “A-” or better, and a financial size of “Class VII” or better in the latest edition of Best’s Insurance Reports.

5. All policies for liability protection, bodily injury or property damage must specifically and expressly name PGCC, MEEC, and the MEEC institution (as applicable to the Task Order/Contract) as an “Additional Insured” with respect to operations under the contract and premises occupied by the Contractor. The liability coverage for bodily injury and property damage shall cover and not exclude Contractor’s liability for injury to the property of the MEEC institution and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the MEEC institution.

6. The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable. Contractor shall require its subcontractors, if any, who enter PGCC, MEEC, and or MEEC institutions’ premises to maintain the same insurance coverage and minimum limits listed in these Insurance Requirements.

7. All required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation, or non-renewal to the MEEC institution address, as provided by the institution.

8. Certificates of Insurance and endorsements shall be submitted to the institutions following the notice of contract award/task order. The Contractor shall promptly furnish copies of required policies upon receipt of a request from the MEEC institutions’ Procurement Officer.

9. All required insurance coverage shall be maintained until final completion and closeout of the project as evidenced by final payment to the Contractor.

10. The Contractor shall defend, indemnify and save harmless the ordering office, PGCC, MEEC, and MEEC member institutions, their officers, employees, and agents from any and all claims, liability, losses and causes of action which may arise out of the errors, omissions, performance or non-performance by the Contractor, its’ employees or agents, of the work covered by this contract. PGCC, MEEC, nor any MEEC member institutions shall not assume any obligation to indemnify, hold harmless or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this agreement.

B. **Coverage Required:**

1. Insurance coverage shall include:

   a. **General Liability:** Coverage for general liability claims arising from operations of the Contractor, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents, explosion and collapse hazard and underground hazard. Waiver of Subrogation in favor of PGCC, MEEC, and MEEC member institutions is required. The minimum limits of such coverage shall be:

      a) **$2,000,000 Per Occurrence Limit**
      b) **$4,000,000 General Aggregate Limit**
c) $4,000,000 Products/Completed Operations Limit

d) See Excess/Umbrella Liability for additional requirements

No exclusion for third party action over claims.
No exclusion for punitive damages.

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. Waiver of Subrogation in favor of PGCC, MEEC, and MEEC institutions is required. The minimum limits of such coverage shall be:

a) $1,000,000 Combined Single Limit for each person and $2,000,000 for each accident; and property damage liability insurance with a limit of not less than $2,000,000 for each accident.

b) See Excess/Umbrella Liability for additional requirements

c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability and Automobile Liability. Should any claim exceed the specified limits for the underlying policies, this coverage is intended to cover the balance of the claim, up to the limit of the Excess/Umbrella policy. The minimum limits for such coverage are assigned below, based on the range of value of the agreement under which the Contractor is employed by PGCC, MEEC, and/or the MEEC institution that issued the task order contract and/or purchase order:

<table>
<thead>
<tr>
<th>Contract Volume</th>
<th>Excess / Umbrella Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $10,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>$10,000,001 - $25,000,000</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>$25,000,001 - $50,000,000</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>Over $50,000,000</td>
<td>$50,000,000*</td>
</tr>
</tbody>
</table>

*Or as otherwise specified by the MEEC institutions’ Procurement Officer.

d. Network Security & Privacy Liability (also known as Cyber Liability) insurance with limits not less than $3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Company’s performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.

i. In cases where personal health information (PHI), electronic personal health information (ePHI), electronic medical records (EMR), or FERPA records are involved, insurance limits not less than $5,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Company’s performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.

ii. This requirement can be satisfied by a stand-alone policy or via Professional Liability/ Technology Errors & Omissions insurance policy. If Network Security & Privacy Liability is included coverage in Company’s Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.
d. Workers’ Compensation: Coverage for claims arising from Workers’ Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor’s employees. Contractor shall provide Workers’ Compensation coverage for all employees and require their subcontractors to provide Workers’ Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the MEEC member institution that issued the task order contract and/or purchase order is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

   a) Part A: Statutory
   b) Part B: Employers Liability
      * $1,000,000 Each Accident
      * $1,000,000 Disease, Each Employee
      * $1,000,000 Disease, Policy Limit
   c) See Excess/Umbrella Liability for additional requirements

14 INTELLECTUAL PROPERTY
Contractor agrees to indemnify and save harmless the PGCC, MEEC, and MEEC institutions and its officers, agents and employees with respect to any claim, action, costs or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

15 MARYLAND LAW PREVAILS
This solicitation shall be construed, interpreted and enforced according to the laws of the State of Maryland.

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

17 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS
If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either PGCC, MEEC, and MEEC institutions' rights or the Contractor's rights under any termination section in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and PGCC, MEEC, and MEEC institutions from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. PGCC or MEEC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

18 NON-DISCRIMINATION IN EMPLOYMENT
If awarded a contract pursuant to this solicitation, the Offeror agrees to (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, sex, sexual orientation, general identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonable preclude the performance of the employment, or the individual’s refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and cause subcontractor to pose in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
19 NON-HIRING OF OFFICIALS AND EMPLOYEES
No official or employee of the State of Maryland, as defined under General Provisions Article §5-502 whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

20 OWNERSHIP OF DOCUMENTS AND MATERIALS
The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at any time during the performance of the services be made available to the MEEC institution with the affected PO/or Task Order Contract upon request by and shall become and remain the exclusive property of the MEEC institution with the affected PO/or Task Order Contract upon termination or completion of the services. The MEEC institution with the affected PO/or Task Order Contract shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The MEEC institution with the affected PO/or Task Order Contract shall be the owner for purposes of copyright, patent or trademark registration.

21 PARKING
If at any time Contractor shall be on the premises of PGCC, MEEC, or a MEEC institution, the Contractor is responsible for acquiring a valid parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor’s agreements with subcontractors.

22 PAYMENT OF STATE OBLIGATIONS
Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the MEEC institution’s receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at a rate of 9% per annum if:
A. Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s (or MEEC institution’s) payment of the amount on which the interest accrued; and
B. A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The MEEC institution is not liable for interest:
A. Accruing more than one year after the 31st days after the agency receives the proper invoice; or
B. On any amount representing unpaid interest.

Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

23 POLICIES AND PROCEDURES
The USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

24 POLITICAL CONTRIBUTION DISCLOSURE
The Contractor shall comply with Election Law Article Title 14 Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county or a municipal corporation or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of $500 or more were made during the reporting period. The state shall be filed with the State Board of Elections.
(a) before execution of a contract by the State (or PGCC), a county, a municipal corporation or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30 to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html

25 REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT
Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the MEEC institution’s Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM Policy and Procedures are available in full at the following link: http://www.usmh.usmd.edu/regents/bylaws/SectionVI/ and are incorporated herein. PGCC and MEEC reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgement of PGCC and MEEC, termination is necessary to protect the safety and welfare of children who come into contact with PGCC, MEEC, or MEEC member communities.

26 RESPONSIBILITY FOR CLAIMS AND LIABILITY
The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless PGCC, MEEC, and MEEC institutions, their officers, agents, and employees from and against all claims, suits, judgements, expenses, actions, damages and costs of every name and description, including reasonable attorney’s fees and litigation expenses arising out of a resulting from the negligent performance of the services of the Contractor under the contract.

27 RETENTION OF RECORDS
The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

28 SPECIFICATIONS SHALL CONFORM TO LAW
All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

29 STATE EXEMPT FROM TAXATION
The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

If the Contractor’s price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

30 SUBCONTRACTING OR ASSIGNMENT
The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the MEEC Institution that is contracting for services.

31 SUSPENSION OF WORK
The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the MEEC Institution that contracted for services.
32 TECHNOLOGY TERMS & CONDITIONS

The following terms apply as applicable to the procurement:

INFORMATION TECHNOLOGY ACCESSIBILITY

PGCC, MEEC, and MEEC institutions are committed to making their use of information technology compliant with all federal and state laws and requirements including but not limited to the provision for equally effective, equally integrated, and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act (ADA). A product or service will be considered to have met the accessibility requirements based upon a review by the buying MEEC institution or when the vendor documents that, their product meets the requirement as described below. The buying MEEC institution reserves the right to test a vendor’s product or service to validate the claims regarding compliance.

The Offeror shall provide a description detailing how the system is in compliance with the W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Documentation should include:

i. Description of complying features
   a. Description of how feature conforms to WCAG 2.0 Level AA
   b. If possible, submit certification from a 3rd party

ii. Disclosure of noncomplying features
   a. Description of feature(s) and issue(s) resulting in noncompliance,
   b. A roadmap with timeframe for achieving compliance, and
   c. Recommended plans for providing equal access that work around issue(s)

Information about the Web Content Accessibility Guidelines can be found at: [http://www.w3.org/WAI/intro/wcag](http://www.w3.org/WAI/intro/wcag)

NON-VISUAL ACCESS CLAUSE

The bidder or offeror warrants that the information technology offered under this bid or proposal:

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

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

SOFTWARE CONTRACTS

(1) As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

(2) Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.
INTELLECTUAL PROPERTY
Contractor agrees to indemnify and save harmless the buying MEEC institution, its officers, agents and employees with respect to any claim, action, costs or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

33 TERMINATION FOR CONVENIENCE
Upon written notice to the Contractor, PGCC and MEEC may terminate this contract, in whole or in part, whenever they shall determine that such termination is in the best interest of MEEC institutions. MEEC buying institutions shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

34 TERMINATION FOR DEFAULT
If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, PGCC, MEEC, or MEEC institutions may terminate the contract, purchase orders, or task order contracts by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the MEEC institution’s option, become the affected MEEC institution’s property. The MEEC institution terminating shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the affected MEEC institution can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum but it is only required from the successful Contractor also referred to as “Consultant.”)

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

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

Name: _________________________________________________________
Address: __________________________________________________________

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:
To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ______________, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: ____________________ By: ____________________________________________________________
APPENDIX D
MINORITY BUSINESS ENTERPRISE PARTICIPATION

I. MBE Goals and Sub Goals

Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. Proposers are to include all MBE sub-contractors within their submission, per the Response Requirements.

An MBE subcontract participation goal percent and requirements shall be set by the MEEC institution for any given task order/work order.

By submitting a response to this solicitation, the bidder or offeror understands and agrees task orders may be subject to the MEEC institution’s MBE policies and procedures.
APPENDIX E

SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

   Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office, as per Section I, 3. An Offeror’s misinterpretation of requirements will not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. PGCC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) will be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors will be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

2. Rejection or Acceptance of Proposals.
   The College reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the College. Further, the College reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the PGCC Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award will be so notified. The College reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

3. Cancellation of the RFP.
   PGCC may cancel this RFP, in whole or in part, at any time.

4. Incurred Expenses.
   PGCC will not be responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

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

6. Intentionally Left Blank

7. Confidentiality.

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

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

8. Multiple Proposals. Contractors may not submit more than one Proposal, per service/program category.

9. Alternate Solution Proposals. Contractors may not submit an alternate to the solution given in this RFP.

10. Contractor Responsibilities and Use of Subcontractors The College will enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) will be responsible for all products and/or services required by this RFP. PGCC will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, will be identified and a complete description of their role relative to the proposal will be included. PGCC’s intent is not to direct the use of any particular subcontractor, however, PGCC strongly encourages the Contractor to consider the utilization of local MBEs when possible. In addition, the Contractor may not contract with any such proposed person or entity to whom PGCC has a reasonable objection. Notification of such objection will be made by PGCC within fifteen (15) days of Contract. The Contractor will be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

11. Access to Contractor Records for Quality Assurance and Auditing Purposes. The Contractor and its principal subcontractors will provide access to pertinent records by College personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

12. Arrearages. By submitting a Proposal, an Offeror will be deemed to represent that it is not in arrears in the payment of any obligation due and owing the College, including the payment of taxes and employee benefits and that it will not become so in arrears during the term of the Contract if selected for Contract Award.
Contractor will exempt PGCC and MEEC institutions from taxes as applicable. Exemption Certificates will be provided upon request.

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

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

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission’s toll-free phone number, 877-669-6085, or see the website, http://www.ethics.maryland.gov. The PGCC Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The PGCC Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

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

17. Addenda Acknowledgment.
Offerors will acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement will be included in the Proposal.

18. Duration of Offers.
Proposals (consisting of a Proposal and, if applicable, a Price Proposal) will remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the College.
19. **Minority Business Enterprises.**
Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a sub-contracting goal and/or sub-goals has been set in Section I of the solicitation, refer to Appendix D for further information regarding required process and documentation.

20. **Living Wage Requirements.**
A solicitation for services under a contract valued at $100,000 or more may be subject to Maryland’s Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in this solicitation, if applicable. An Offeror that fails to submit and complete the necessary and if applicable Living Wage documents, may be deemed not responsible by the Issuing Office. The College reserves the right to waive this requirement at any time during the procurement process.

21. **Conflict of Interest.**
The Contractor awarded the Contract will provide the specified services for PGCC, and will do so impartially, and without any conflicts of interest. If the PGCC Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of the provisions described in the solicitation, the PGCC Procurement Officer may reject a Contractor’s Proposals. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.