

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201

Small Business Reserve Procurement



Invitation for Bids

FOR

Website Hosting, Maintenance & Support Services

MARYLAND STADIUM AUTHORITY

MSA Project No. 22-013

ISSUE DATE: June 3, 2022

DUE DATE: July 1, 2022

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

IFB 22-013

Issuing Office: Maryland Stadium Authority

Procurement Officer: Sandra Fox

Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, MD 21201

Office Phone: 410 333-1560
E-mail: sfox@mdstad.com

Project Administrator: Joe March
jmarch@mdstad.com

Contract Monitor: TBD

Bid Submission – Electronically To: Negometrix eProcurement System (Mercell Source to Contract)
<https://www.negometrix.com/us/general-terms-conditions-privacy/>

Solicitation Issue Date: June 3, 2022

Deadline for Receipt of Questions: June 22, 2022 by 4:00 p.m.

Bid Submission Due Date & Time July 1, 2022 at 11:30 a.m. (local times)

Public Bid Announcement:
June 23, 2022 at 11:45 a.m.

Call-In Information: meet.google.com/gnk-bnbd-fsx
Phone Numbers
(US)+1 304 512 0031
PIN: 127 855 492#

Contract Award Date (tentative): August 2022

Pre-Bid Meeting-via teleconference on: 1:30 p.m. (local time) June 13, 2022

Call-In Information:

Meeting ID

meet.google.com/mcj-rfsd-hja

Phone Numbers

(US)+1 304-825-7058

PIN: 800 397 225#

NOTICE

The offerors shall acknowledge the above schedule in their proposal and advise if the current COVID travel restrictions will impact the schedule. MSA understands travel restrictions may change in the future regarding the COVID situation. Should this occur, MSA and the consultant shall mutually agree upon a revised schedule.

Prospective Offerors who have obtained this document from a source other than as a direct solicitation from the Issuing Office, must immediately contact the Procurement Officer and provide their name and contact information in order receive any amendments to the IFB, or any other communications relevant thereto.

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SECTION I PROCUREMENT INFORMATION

1.01 SUMMARY

1.01.1 The Maryland Stadium Authority (MSA) is issuing this Invitation For Bids (“**IFB**”) for a highly qualified contractor to provide website hosting, maintenance and support services (the “**Services**”) as described in Section V of this IFB. The term of this agreement will be three (3) years with two (2) one year options to extend the agreement at the sole discretion of MSA.

As used in this IFB: (a) the Services also means the “**Work**”; and (b) Bidder may be referred to as “**Offeror**.”

1.02 PROCUREMENT OFFICER

The sole point of contact for purposes of this procurement is the Procurement Officer identified on the Key Information Summary Sheet. The Procurement Officer may designate others to act on its behalf. MSA may change the Procurement Officer at its discretion.

1.03 CONTRACT REPRESENTATIVES

1.03.1 The Contract Administrator and the Contract Monitor identified on the Key Information Summary Sheet monitor the daily activities of the contract and provide technical guidance to the Contractor under the awarded contract. The Contract Administrator is the point of contract post award, by whom work will be assigned.

1.03.2 Prospective bidders (“**Bidders**”) who have received this document from a source other than MSA should immediately contact the Procurement Officer and provide their name, mailing and email address so that any amendments to the IFB and other communications may be sent to them.

This IFB is also available on MSA’s website in PDF format at <https://www.mdstad.com/> and on the State of Maryland’s eMaryland Marketplace Advantage at: <https://procurement.maryland.gov>.

1.04 PROCUREMENT METHOD

1.04.1 This contract will be awarded in accordance with the competitive sealed bidding process pursuant to MSA procurement policies and procedures available on MSA’s website at <https://www.mdstad.com>.

1.05 eMARYLAND MARKETPLACE (eMMA)

1.05.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-bid Conference summary and attendance sheet, Bidder’s questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via eMMA as well as on MSA’s website, and MSA’s third party e-procurement system, Merzell Source-to-Contract (previously known as “Negometrix”) (see Key Information Summary Sheet).

1.05.2 However, in order to receive a contract award, a vendor *must* be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on “Register” to begin the process, and then follow the prompts.

1.06 ELECTRONIC PROCUREMENT

1.06.1 The Procurement Officer may conduct the procurement using eMMA, e-mail or MSA’s third party e-procurement system, Negometrix, to issue:

- (a) The IFB;
- (b) Any amendments and requests for best and final offers;
- (c) Pre-Bid conference documents;
- (d) Questions and responses;
- (e) Communications regarding the solicitation or Bid to any Bidder or potential Bidder.
- (f) Notices of award selection or non-selection; and
- (g) The Procurement Officer’s decision on any Bid protest or Contract claim.

1.06.2 For this solicitation:

- (a) Negometrix is MSA’s preferred method for receiving bids;
- (b) the Bidder may submit its bid electronically *only* through MSA’s secured third party e-procurement system, Merrell-Source to Contract (previously known as Negometrix).
- (c) If a Bidder is unable to use electronic means for submitting a bid, alternative arrangements may be made by contacting the Procurement Officer for the timely receipt of a paper-sealed bid.
 - (i) Bids must be received by the solicitation due date and time regardless of delivery method.
 - (ii) If a Bidder submits a hard copy to the Issuing Office, MSA requests that the Bidder send notice via email to the Procurement Officer letting her know.

1.06.3 The Bidder or potential Bidder may use e-mail or Merrell Source-to-Contract (Negometrix) e-procurement system to:

- (a) Ask questions regarding the solicitation;
- (b) **Reply** to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer; and
- (c) Submit a "No Bid Response" to the IFB.

(d) The Procurement Officer, the Contract Administrator or the Contract Monitor, and the Contractor may conduct day-to-day contract administration, except as outlined in **Section 1.06.2(b)** of above, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer, Contract Administrator or Contract Monitor.

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

1.07 PROHIBITED ELECTRONIC TRANSACTIONS AND COMMUNICATIONS

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

(a) Submission of bids may not be submitted by email or facsimile. See above for instructions on how to submit a bid by electronic means.

(b) Filing of Bid Protests or contract claims;

(c) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

1.08 QUESTIONS REGARDING THE SOLICITATION

1.081 All questions shall identify in the subject line the Solicitation number and Title (MSA Project No. 22-013, Website Maintenance and Hosting Services) and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet.

1.08.2 Answers to questions that are not clearly specific to only the requester will be distributed in the same manner as amendments to the IFB, posted on MSA's website, and posted on eMMA, and Negometrix.

Note: Not all solicitations provide for a question period.

1.08.3 A response to a question, whether verbal or in writing, is not binding on MSA unless MSA issues a written amendment to the IFB or the contract.

1.09 PRE-BID CONFERENCE

1.09.1 There will be a pre-bid conference ("Conference") held remotely at the date and time indicated on the Key Information Summary Sheet.

(a) Participation is not mandatory; however, all interested parties are encouraged to participate to ensure their understanding of the bid requirements.

(b) MSA strongly recommends that all prime contractors have their intended subcontractors participate in the pre-bid conference, and if offered, attend a site visit to ensure all parties understand the contract requirements, including but not limited to the MBE Goal, if applicable.

(c) MBE subcontractors are encouraged to attend the Conference and market their participation to potential prime contractors.

(d) Following conclusion of the Conference, the attendance record and summary of the Conference will be distributed in the same manner as amendments to the IFB and, if applicable, responses to questions.

(e) Attendees should have a copy of the IFB and for in-person Conferences, a business card to facilitate the sign-in process.

1.10 SUBMISSION DEADLINE

1.10.1 To be considered for award (i) Bidders must submit their bid electronically as directed on the Key Information Summary Sheet and Attachment J hereto; (ii) bids must be uploaded and submitted into Mercell-Source-to-Contract (previously known as Negometrix) prior to the deadline set forth on the Key Information Summary Sheet; and (iii) Bid submissions must comply with the Bid Submission Requirements in Section VIII.

1.10.2 MSA will not grant requests for extension of the submission date or time. MSA will not consider Bids or unsolicited amendments to Bids after the date and time when the bids are due, regardless of the method of their transmission.

1.11 FALSE STATEMENTS

1.11.1 Bidders are advised that State Finance and Procurement Article § 11-205.1, Annotated Code of Maryland provides as follows:

(a) In *general*. – In connection with a procurement contract a person may not willfully:

(1) falsify, conceal, or suppress a material fact by any scheme or device;

(2) make a false or fraudulent statement or representation of a material fact; or

(3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) Aiding or conspiring with others. – A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

(c) Penalty. – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.12 ANTI-BRIBERY

Anti-Bribery. Offeror certifies that, to the Offeror's best knowledge, neither the Offeror, nor (if the Offeror is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders, nor any employee of the Offeror who is proposed to be directly involved in the Offeror's activities in connection with the services to be provided, has been

convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

1.13 DURATION OF OFFER

1.13.1 Bids submitted in response to this solicitation are irrevocable for 120 days following the later of the bid submission due date or the date the Procurement Officer receives best and final offers, if any. At the request of the Procurement Officer, the Bidder may agree in writing to extend this period.

1.13.2 Bids may be modified or withdrawn by written notice to the Procurement Officer before the Bid submission due date and time.

1.14 COMPANIES NOT SUBMITTING A BID – REQUEST

Companies not responding to this IFB are requested to submit the “Notice to Offerors/Bidders/Contractors” form which includes company information and the reason for not bidding (i.e. too busy, does not satisfy minimum requirements, etc.).

SECTION II GENERAL INFORMATION

2.01 DISCLOSURE

2.01.1 Bids shall be subject to disclosure pursuant to the provisions of Maryland's Public Information Act, Section 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "Public Information Act"). An Offeror must identify specifically those portions of its bid or proposal, if any, which it deems to contain trade secrets or confidential or proprietary information and must provide justification why such materials should not, upon request, be disclosed by MSA and the State under the Public Information Act.

2.01.2 The opened bids shall be available for public inspection at a reasonable time after bid opening, but before contract award. Material that Bidder has designated as confidential shall accompany the Bid and shall be readily separable from the bid to facilitate public inspection of the non-confidential portion of the bid, including the Total Bid Price.

2.01.3 The decision regarding whether to release information requested pursuant to the requirements of the Public Information Act requires the Procurement Officer to make an independent determination whether information must be disclosed.

2.02 EXPENSES

MSA and the State are not responsible for direct or indirect expenses that a Bidder may incur in preparing and submitting a bid.

2.03 BIDDER'S AFFIDAVITS

2.03.1 Each Bidder shall complete and submit the Bid/Proposal Affidavit attached hereto as Attachment C with the Bidder's Bid.

2.03.2 A successful Bidder will be required to complete a Contract Affidavit in the form attached hereto as Attachment L at the time of execution of the contract entered as a result of this IFB.

2.03.3 Conflict of Interest Affidavit.

(a) The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (“**Conflicts Affidavit**”) (**Attachment I**) and submit it with its Bid.

(b) By submitting a Conflicts Affidavit, the Contractor shall be construed as certifying all Contractor personnel and subcontractors are also without conflicts of interest as defined in Code of Maryland Regulations (“COMAR”) 21.05.08.08A.

(c) Additionally, a Contractor has an ongoing obligation to ensure that all Contractor personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, see COMAR 21.05.08.08.

2.03.4 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for bids for a procurement, or the selection or award made in response to an invitation for bids or a request for bids, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

2.04 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a bid, the Bidder accepts all the terms and conditions set forth in this IFB including all attachments.

2.05 MANDATORY CONTRACTUAL TERMS

By submitting a bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the standard contract terms and conditions included in the Form Contract attached hereto as **Attachment F**. Any exceptions to this IFB or Attachment F must be clearly identified in the bid submitted. A bid that takes exception to these terms may not be reasonably susceptible of being selected for award.

2.06 PROCUREMENT REGULATIONS

The IFB and any contract entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the "Procurement Article") except as set forth in MSA’s procurement policies available online at www.mdstad.com.

2.07 RESERVED

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

Although it is anticipated that one contract will be awarded, MSA may elect to make an award to more than one Bidder. If more than one contract is awarded, the Contract Administrator (or its designee) will determine, in the Contract Administrator's sole discretion, which Bidder will be retained to provide services required in accordance with the contract.

2.09 NO GUARANTEE OF WORK

No Contractor is guaranteed any minimum amount of work or compensation.

2.10 CONTRACT TERM

The Contract term shall commence as of a date to be specified in the Contract. The Contractor will provide website maintenance and hosting services (see Scope of Services Section V) for the duration set forth in the Contract.

2.11 RESERVED

2.12 ELECTRONIC FUNDS TRANSFER

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

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

2.13 AMENDMENT OR CANCELLATION OF IFB

The Issuing Office reserves the right to amend the IFB prior to the bid due date and time. Any amendments will be provided to prospective Bidder that were sent this IFB, or otherwise are known to the Procurement Officer to have obtained this IFB. Bidders will be required to acknowledge in writing the receipt of all amendments. In addition, MSA will post amendments to this IFB on the MSA's Web Page at: www.mdstad.com. MSA will send amendments made after the due date for bids only to those Bidders who submitted a timely bid.

Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

2.14 BID ACCEPTANCE; DISCUSSIONS

MSA reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Bidders in any manner necessary to serve the best interest of MSA and the State. MSA also reserves the right, in its sole discretion, to award the contract based upon the written bid received without prior discussions or negotiations.

2.15 ORAL PRESENTATION

In support of their bids, Bidders may be required to make an oral presentation not more than two calendar weeks after the office has requested a Bidder to do so. Failure to be prepared to make an oral presentation within this period may prevent the Bidder's bid from receiving further consideration. All oral representations will become part of the Bidder's bid and are binding if the Contract is awarded to the Bidder.

2.16 MULTIPLE BIDS

MSA will not accept multiple or alternative bids from a single Bidder.

2.17 PROTESTS

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to MSA's policies which can be accessed online at MSA's website at: www.mdstad.com.

2.18 BID OPENING

Bid results will be read aloud via live teleconference at the date and time set forth in the Key Information Summary.

2.19 REPRESENTATIONS

By submitting a bid in response to this IFB, the Bidder represents that (a) it is not in arrears in the payment of any obligations due to and owing to the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "**State Obligations**"), and (b) it is in compliance with all federal, State and local laws applicable to its activities and obligations under the Contract. Further, if selected for award, the Bidder agrees that these representations will continue in effect during the term of the Contract.

2.20 ORDER OF PRECEDENCE

The relationship between the parties will be embodied in the following documents listed in their order of precedence:

1. the executed Contract;
2. the Contract Affidavit;
3. the IFB;
4. the Bidder's bid.

MSA will not accept any modifications to the order of precedence provision of this solicitation. If the Bidder proposes any terms and conditions inconsistent with the requirements of the solicitation, the Bidder must clearly state those terms and conditions in its bid.

2.21 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (**SDAT**). SDT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Bidder complete registration prior to the bid submissions due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award. The Bidder must be in good standing with the State of Maryland to receive a contract award.

2.22 TAX EXEMPTION

MSA is generally exempt from Federal excise taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. This exemption does not apply to any sale of tangible personal property, otherwise taxable, where a contractor is required to use, furnish, and install material to be used under a contract with the MSA for construction, repair, or alteration of real property.

2.23 RESERVED

2.24 MINORITY BUSINESS ENTERPRISES

There is no minority business enterprise subcontractor participation goal established for this solicitation.

SECTION III MINIMUM QUALIFICATIONS

3.01 BIDDER QUALIFICATION FORM

The Bidder must complete a Contractor's Experience and Qualifications Form, (*see* Attachment G hereto) and submit it with documents in Section 8.03.

3.02 REFERENCES

Bidder must provide a minimum of three (3) professional references for work performed that was the same or similar to the work described in the Scope of Services in Section V. In MSA's sole discretion, it may contact any reference Bidder provides, or other references of its own choice.

3.03 EXPERIENCE

3.03.1 The Bidder shall have a minimum of three (3) years' experience performing website maintenance and hosting services ("Experience"). Bidder shall be able to demonstrate that its experience is comparable to the technical complexity required for commercial facilities. Experience officially gained by an individual Bidder prior to formation of a formal business entity may be considered when evaluating Bidder's minimum qualifications.

3.03.2 If performing a trade that is subject to licensure or certificate by the State of Maryland, the Bidder shall have and maintain a trade license issued by the State of Maryland and shall be in good standing.

3.04 RESERVED

3.05 RESERVED

3.06 CONTRACT AWARD AT MSA'S DISCRETION

Satisfaction of the Minimum Qualifications does not guarantee a Bidder will be deemed responsible or have its bid deemed reasonably susceptible of being selected for an award. Determination of a Bidder's qualification for award is at the sole and absolute discretion of the MSA's Procurement Officer or designee.

3.07 SUBSIDIARY ENTITY QUALIFICATIONS

If the Bidder is a subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, experience and other documentation (i.e. insurance policies, bonds, letters of credit, etc.) used to meet minimum qualifications, shall pertain exclusively to the Bidder.

SECTION IV SMALL BUSINESS RESERVE

4.01 SMALL BUSINESS CERTIFICATION

4.01.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and Regulations promulgated in connection thereto, and are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

Information on the certification process is available at eMaryland Marketplace Advantage and at the Department of General Services Website at

<https://dgs.maryland.gov/Pages/Procurement/index.aspx>

4.02 INELIGIBLE BIDS

Under a small business reserve procurement, a business that is not a registered small business is ineligible for award of a contract.

4.03 CERTIFICATION CONFIRMATION

Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

SECTION V. SCOPE OF SERVICES

5.01 STATEMENT OF WORK

5.01.1 Web Hosting:

- (a) Transfer existing website (www.mdstad.com) and data to Contractor's infrastructure. Technical details about the website are included in Appendix I.

5.01.2 Drupal Upgrade:

- (a) Upgrade Drupal 8 to Drupal 9, including all modules and all existing plugins.
- (b) Provide Drupal 9 updates as necessary during the term of the Agreement as part of the on-going maintenance and support services at no additional cost to MSA.

5.01.3 Website Maintenance:

- (a) Regular management of hardware and software updates, including Drupal security updates for modules, themes and other components.
- (b) All software updates must be tested to preserve all existing website functionality.
- (c) Daily website backup. Weekly availability of site archive.
- (d) Website performance reporting, including database and service uptime and average and high response times for page requests.

5.01.4 Website Support Services:

- (a) Two hours each month of site development and maintenance services are included as part of the monthly hosting and support fee.

5.02 STANDARD OF CARE

5.02.1 The Contractor shall perform the services:

- (a) With the standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder; and
- (b) In accordance with Maryland and applicable federal laws and regulations that govern MSA and its properties.

5.02.2 All work shall conform to all applicable manufacturer's specifications.

5.02.3 Notwithstanding any review, approval, acceptance, or payment for the services by MSA, the Contractor shall be responsible for the professional and technical accuracy of its work and materials furnished by it under the Contract.

5.03 TRANSITION-IN AND OUT REQUIREMENTS

5.03.1 Transition-In Requirements

Notes/Guidance:

- 1. Include migration of data as part of transition-in
- 2. Indicate when billing for monthly services may begin; at time of contract execution, after certain performance is completed.

5.03.2 Transition-Out Requirement

During the transition-out period, the Contractor will continue to be paid Monthly Charges as set forth in the Price Sheet, Attachment B. The price of any reasonable transition services, not included in normal Monthly Charges, shall be negotiated as required at rates not to exceed the then-current labor rates set forth in Attachment F.

5.03.2.1 The Contractor shall support end-of-contract transition efforts with technical and project support to include but not be limited to:

A. Provide transition services for up to 60 days prior to contract end, consisting of:

30 day processing with Contractor as the back up to the successor contractor

Provide additional services and/or support as requested to successfully complete the transition

Provide sufficient experienced personnel during this transition period to ensure an efficient and smooth transition. Guarantee that the services called for by the Contract are maintained at the required level of proficiency and during the transition period.

B. Updated System Documentation and all other System Source Materials

C. Current Operating Procedures

5.04 EXPORT, BACKUP, DISASTER RECOVERY (DR)

5.04.1 Export/Import

A. The Contractor shall provide to the State the ability to export data at will. If Contractor provides the State the ability to export data, access and instructions shall be provided. If Contractor intends to perform export data on the State's behalf, Contractor shall perform an export of State data within 24 hours of a request.

5.04.2 Backup

A. The Contractor shall provide backups of the configuration and data on a regular basis.

B. The Contractor shall meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in Section 3.8 Service Level Agreement.

5.04.3 Disaster Recovery

The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard MSA data and confidential information, Contractor's processing capability and the availability of hosted services.

A. System shall come back online within 12 hours.

B. System shall be restored with less than 18 hours' loss of data.

C. Contractor shall describe in its Proposal its disaster recovery approach, including an explanation how the data will be recoverable.

5.05 SECURITY REQUIREMENTS

5.05.1 Employee Identification

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on MSA premises. Upon request of authorized MSA personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor's personnel shall cooperate with MSA site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

5.05.2 Information Technology

(a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such

revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

5.05.3 Data Protection and Controls

Contractor shall ensure satisfaction of the following requirements:

5.05.3.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 5.05.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.

5.05.3.2 To ensure appropriate data protection safeguards are in place, at minimum, the Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Contractor may augment this list with additional controls):

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.
3. Ensure that State data is not commingled with any other data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption

algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

5. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy.

6. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department or Agency shall have the right to inspect these policies and procedures and the Contractor’s performance to confirm the effectiveness of these measures for the services being provided under this Contract.

7. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.

8. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.

9. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

10. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor’s security policy. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department or Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the

effectiveness of these measures for the services being provided under this Contract.

11. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>), including specific requirements for password length, complexity, history, and account lockout.

12. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.

13. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

14. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.

15. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department or Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

5.05.3.3 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format.

Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

5.06 SERVICE LEVEL AGREEMENT (SLA)

5.06.1 Service Level Measurements Table (System performance)

The Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <15 minutes	1%
2	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
3	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%
4	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
5	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
6	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.	<6 hours each month	X%

7	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	1%
9	Disaster Recovery	Contractor shall provide recovery and continuity of operations within 18 hours of a System/network failover.	<18 hours	2%
10	Notification of Security Incident	Notification of a Security Incident within 45 minutes of occurrence	<45 mins	1%
11	Security Incident Reporting	Security incident reporting requirement in 60 minutes or 2 hours	<2 hours	2%
12	Escrow Update	Update escrow within 30 days of a change. Failure to update escrow	<30 days	1%

*Business hours for MSA are 8am -7pm Monday-Friday.

5.06.2 Problem Response Definitions and Times

- A. The Contractor shall meet the Problem response time and resolution requirements.
- B. The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report	24 hours per day, seven days per week	<p>Major portions of the System are inaccessible</p> <p>Systems or users are unable to work, or to perform some portion of their job.</p>	<p>Users or internal System functionalities are impaired. To include Claimants and Employers.</p>
High	Less than 30 minutes	Within 4 hours after first report	•24 hours per day, seven days per week	<p>Major portions of the System are inaccessible</p> <p>Systems or users are unable to work, or to perform some portion of their job.</p>	<p>Affects the majority of users to include public facing users (Claimants & Employers)</p> <p>Affects high profile users (i.e.</p>

					executive management)
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	Within 4 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users

5.07 CUSTOM SOFTWARE

1. As described in the sample Contract, the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.
2. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes,

and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.

3. Custom Source Code

4. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (Attachment A) and in Section 3.3.9 below.

5. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.

6. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

Source Code Escrow:

7. Source Code Escrow applies to this Contract. The Contractor shall perform source code escrow.

Data:

8. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a IFB shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

9. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.

SECTION VI RESERVED

SECTION VII INSURANCE REQUIREMENTS

7.01.1 The Contractor and its subcontractors shall maintain Commercial General Liability Insurance or its equivalent (preferably applied separately to this Contract), for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an “occurrence” basis. Such Commercial General Liability policy shall include the following extensions:

- (i) Premises/Operations;
- (ii) Actions of Independent Contractors;
- (iii) Products/completed Operations to be maintained for two (2) years after completion of the contract;
- (iv) Contractual liability assumed under this contract;
- (v) Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section).

7.01.2 The Contractor and its subcontractors shall maintain Business Automobile Liability Insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorist’s insurance and automobile contractual liability.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

7.01.3 The Contractor and its subcontractors shall maintain Worker’s Compensation Insurance as required by Maryland law.

7.01.4 The coverages listed above shall be written for not less than the following limits of liability. Limits can be furnished by a combination of primary and excess (umbrella) policies.

Commercial General Liability Insurance including all extensions –

\$1,000,000 each occurrence;

\$1,000,000 personal injury;

\$1,000,000 products liability;

\$1,000,000 general aggregate

Business Automobile Liability –

\$1,000,000 each accident

Worker's Compensation Insurance – statutory requirements. **Employers liability insurance** - \$1,000,000 each accidental injury; and \$1,000,000 each employee, \$1,000,000 policy limit for disease.

7.01.5 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to MSA.

7.01.6 No acceptance and/or approval of any insurance by MSA shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

7.01.7 **ADDITIONAL INSUREDS.** MSA and the State of are to be named as additional insured under all coverages except Worker's Compensation, and the certificates of insurance (or certified policies, if requested) must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance or self-insurance, whether such other insurance or self-insurance is stated as primary, excess, or contingent, as respects the above additional insured, their elected and appointed officials, agents, and employees.

7.01.8 Insurance coverages required herein shall be in force throughout the Contract term and any renewal period. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the Contract term, MSA shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to MSA for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at the time of termination.

7.01.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude MSA from supervising or inspecting the operations of the Contractors as the result.

7.01.10 The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be as fully responsible to MSA for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

7.01.11 **TORT CLAIMS ACT.** It is agreed that the Contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against MSA, any immunity of the insured from tort liability (including Maryland Tort Claims Act), including any limitation of liability, unless requested by MSA.

SECTION VIII BID REQUIREMENTS

8.01 BID DELIVERY AND PACKAGING

Bidders may submit bids electronically in accordance with the instructions set forth below. *If a Bidder is unable to use electronic means for submitting a bid, alternative arrangements may be made by contacting the Procurement Officer for the timely receipt of a paper-sealed bid.*

8.02 ELECTRONIC SUBMISSION

Electronic submittals will be received through MSA's third party e-procurement system, Merrell Source-to-Contract (previously known as "Negometrix"). Instructions for registering and utilizing the e-procurement system are attached as **Attachment J**. Registration is free. Please refer questions to Help Desk or the MSA Procurement Officer.

8.03 REQUIRED BID SUBMISSION DOCUMENTS

8.03.1 The following documents in PDF Format must be included with the Bid:

- (a) Acknowledgement of all addenda to this IFB.
- (b) **Minimum Qualifications Documentation.** Completed Contractor Experience and Qualification Form (**Attachment G**) and any other documentation required under Section III of the IFB.
- (c) Completed Required Attachments.
 - (i) Completed Bid Form (**Attachment B**);
 - (ii) Completed Bid Affidavit (**Attachment C**);
 - (iii) Completed Small Business Affidavit (**Attachment E**); and
 - (iv) Completed Conflict of Interest and Disclosure (**Attachment I**).

8.04 CERTIFICATE OF INSURANCE

The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the bid submission date.

8.05 LEGAL ACTION SUMMARY

8.05.1 Bidder shall provide the following:

- (a) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- (b) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;

(c) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

(e) In the event there is ongoing litigation and the Bidder has been directed by the court not to disclose information. Bidder shall provide the case number, judge assigned, and the court (name and location).

SECTION IX BID EVALUATION AND AWARD

9.01 BID EVALUATION CRITERIA

The Bids will be evaluated based on the *Total Bid Price*. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price submitted with the Bid on **Attachment B** (the “Bid Form”).

9.02 RECIPROCAL PREFERENCE

9.02.1 Although Maryland law does not authorize procuring agencies to favor State resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland firms. MSA may apply a reciprocal preference under the following conditions:

- (a) The Maryland resident business is a responsible Bidder;
- (b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- (c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- (d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

9.02.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

9.03 AWARD DETERMINATION

9.03.1 Award will be made to the responsible Bidder who submits to the MSA the responsive Bid that has the lowest Total Bid Price.

9.03.2 The MSA reserves the right to make the award by item, or groups of items, or Total Bid Price if it is in the best interest of MSA to do so unless the Bidder specifies in its bid that a partial or progressive award is not acceptable.

9.03.3 Tie Bids. Tie Bids will be decided pursuant to COMAR 21.05.02.14.

9.04 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR CONTRACT AWARD

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit each of the following documents:

- (a) Signed contract (Attachment F);
- (b) Completed Contract Affidavit (Attachment L);
- (c) Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section VII "Insurance Requirements," listing the State as an Additional Insured, if applicable; see IFB Section 7.01.7.

SECTION X IFB ATTACHMENTS AND APPENDIX

APPENDIX I - TECHNICAL DETAILS FOR EXISTING WEBSITE

ATTACHMENT A – RESERVED

ATTACHMENT B – BID FORM

ATTACHMENT C – BID/PROPOSAL AFFIDAVIT

ATTACHMENT D – RESERVED

ATTACHMENT E – SMALL BUSINESS RESERVE AFFIDAVIT

ATTACHMENT F – CONTRACT FORM

ATTACHMENT G – CONTRACTOR EXPERIENCE AND QUALIFICATION FORM

ATTACHMENT H – RESERVED

ATTACHMENT I – CONFLICTS OF INTEREST AFFIDAVIT

ATTACHMENT J – MERCELL EPROCUREMENT INSTRUCTIONS

ATTACHMENT K – RESERVED

ATTACHMENT L - CONTRACT AFFIDAVIT

APPENDIX I - TECHNICAL DETAILS FOR EXISTING WEBSITE

Existing Infrastructure

- WebServer = 1x t2.medium instance
- Bastion = 1x t2.micro instance
- Network Load Balancer
- Lets Encrypt and Certbot Automatic Certificate Renewal
- Database = 1x db.t2.medium instance
- EFS = 5.47 GiB
- Monthly OS/Server Patching

Drupal Stats

- Content Types: 20
- Nodes: 1250
- Terms: 63
- Modules (including custom): 113
- Custom Modules: 4
- Apis: recaptcha, smtp, google analytics, google translate

B-1 Bid Instructions

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not reasonably susceptible of being selected for award. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03.F, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the MSA does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award.

B-1 Bid Form

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award.

*This amount includes all items (overhead, profits, services, labor etc.) associated with completing this project.

See attached Bid Form **(Separate Attachment)**