



**Maryland Stadium Authority**

**Request for Proposals**

**Cloud-Based Contract Compliance Software  
Administering, Monitoring, and Reporting of  
Minority Business Enterprise and Prevailing Wage Requirements**

**Issue Date: May 6, 2025**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See Section 1.8 of this RFP.

**Minority Business Enterprises (MBE) are encouraged to respond to this solicitation.**

**KEY INFORMATION SUMMARY SHEET**

**MARYLAND STADIUM AUTHORITY**

**Request for Proposals  
Cloud-Based Contract Compliance Software  
Administering, Monitoring and Reporting of Minority  
Business Enterprise and Prevailing Wage  
Requirements**

**RFP Issue Date:** May 6, 2025

**Project Location:** Maryland Stadium Authority  
351 W. Camden Street, Suite 300  
Baltimore, Maryland 21201

**Procurement Officer:** Paige Stinnett  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201

**Procurement Method:** Competitive Sealed Proposals

**Pre-proposal Conference:** May 12, 2025 at 9:00 a.m. (Local Time)

**Closing Date and Time  
Technical Proposals:** May 28, 2025 at 1:00 p.m. (Local Time)

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Summary Statement

The Maryland Stadium Authority (MSA) is issuing this Request for Proposals (RFP) to procure a Cloud-based Compliance Software solution for the Capital Projects Development Group (CPDG).

The MSA intends to make a single award as a result of this RFP, but will consider making two separate awards, one for compliance of Minority Business Enterprise (MBE) requirements and another one for prevailing wage requirements, based on Offeror's capabilities.

Offerors must be able to provide all products/services and meet all of the requirements of this solicitation. The successful Offeror (the Consultant) shall be responsible for all software/solution performance during the life of the Contract.

#### 1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- a) **Contract** – The contract entered into between MSA and the selected Offeror.
- b) **COMAR** - Code of Maryland Regulations (available at [www.dsd.state.md.us](http://www.dsd.state.md.us)).
- c) **Consultant** – The Offeror selected under the requirements and procedures contained in this RFP.
- d) **CPDG** – The Capital Projects Development Group.
- e) **eMMA** – eMaryland Marketplace Advantage.
- f) **Local Time** – Time in the Eastern Time Zone as observed by the State.
- g) **MSA** – Maryland Stadium Authority (available at [www.mdstad.com](http://www.mdstad.com)).
- h) **MSA Business Hours** – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.

- i) **MSA Procurement Policies** – MSA procurement policies and procedures ([www.mdstad.com](http://www.mdstad.com)).
- j) **Notice To Proceed (NTP)** – A formal notification issued by the Procurement Officer that: (1) directs the Consultant to perform work, and (2) as of a date contained in the NTP, to begin performance of the work.
- k) **Offeror** – An entity that submits a Proposal in response to this RFP.
- l) **Procurement Officer (PO)** – The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide by written notice to the Offerors of any such change.
- m) **Contract Manager (PM)** – Primarily responsible for monitoring the daily activities of a contract and providing technical assistance.
- n) **Proposal** - The submission provided by Offerors in response to this RFP.
- o) **RFP**- This Request for Proposals.
- p) **Selection Committee** - The representatives of the MSA selecting the Consultant.
- q) **State** – The State of Maryland.

### **1.3 Contract Type**

The contract that results from this RFP shall be a fixed price.

### **1.4 Contract Duration**

The term of the Contract will be for five (5) years with two (2) two (2) year renewal options.

### **1.5 Procurement Officer**

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed below:

Paige Stinnett  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201  
443-286-1630  
pstinnett@mdstad.com

MSA may change the Procurement Officer at any time and will provide written notice to the Offerors.

## **1.6 Project Manager**

The Project Manager is:

Lisa Johnson  
Senior Compliance Officer  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201

MSA may change the Project Manager at any time by written notice to the Consultant.

## **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference will be held via web conference on **May 12, 2025 at 9:00 a.m. (Local Time)**. Attendance at the Conference is not mandatory but it is strongly recommended. Please use the following link to register:

<https://us02web.zoom.us/meeting/register/P-FKLqyERoOOimzcHJlxUg#/registration>

## **1.8 e-Maryland Marketplace Advantage**

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go here to register: <https://procurement.maryland.gov>. Click on “Registration” to begin the process and follow the prompts.

## **1.9 Questions**

Questions regarding this RFP shall be submitted electronically in Word or PDF formats via the following link no later than **1:00 p.m. (Local Time) on May 14, 2025 at 1:00 p.m. (Local Time)**:

<https://mdstad.sharefile.com/r-rff844446869b46c4b47932afcfdbaco4>

Please include information regarding the name of the firm, representative’s name, and contact information. Based on the availability to time to research and communicate an answer, the Procurement Officer will decide whether an answer can be given before the proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be responded via addendum.

## **1.10 Technical Proposals Closing Date and Time**

To be considered, **Technical proposals** shall be uploaded to the following ShareFile link no later than **May 28, 2025 at 1:00 p.m. (Local Time)**. Please note that information regarding the Offeror's fee shall not be included in the technical Proposal.

<https://mdstad.sharefile.com/r-r02411f822be2438b8e581fc927b05f2c>

Requests for an extension of this date and/or time will not be granted. Offerors shall allow sufficient time to ensure the timely receipt of their proposals. Proposals not submitted in the manner indicated in this section are not responsive and not reasonably susceptible of being selected for award. Proposals received by MSA after the Proposal Closing Date and Time are not responsive and thus not reasonably susceptible of being selected for award. Proposals will not be reviewed publicly.

## **1.11 Oral Presentations and Demonstrations**

Short-listed Offerors will be required to make a demonstration of their proposed solution to the Selection Committee. The information and representations made during a demonstration will be deemed incorporated into the Offeror's Proposal and be binding if a Contract is awarded. Material information or representations provided during the demonstration that are not reflected in Offeror's Proposal shall be provided to MSA in writing no later than 5:00 p.m. Local Time, the day of the demonstration. Demonstrations are to be held on June 11-13. In your technical Proposal, please state your availability. Typically, demonstrations will follow a specified format and generally be limited to 75 minutes [60 minutes for the presentation/demonstration and 15 minutes for questions]. The Procurement Officer will provide the short-listed Offerors with details and instructions prior to the demonstration. The demonstration shall consist of a specific approach to the project.

## **1.12 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for **180 days** following the closing date for proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

## **1.13 Revisions to the RFP**

1. If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted on eMMA, Gov Delivery, and MSA's website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely

proposal, or, if applicable, Offerors that were short-listed to participate in the next phase of the procurement process.

2. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal closing date must accompany the Offeror's Proposal as indicated in this RFP.
3. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice.
4. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

#### **1.14 Procurement Method**

The Contract resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA's Procurement Policies. MSA's Procurement Policies are available for review on MSA's website (<https://mdstad.com/doing-business/contract-opportunities>) or may be obtained by contacting the Procurement Officer.

#### **1.15 Arrearages**

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including, by way of example only, 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.

#### **1.16 Cancellations; Discussions**

MSA reserves the right to cancel this RFP, to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA. This may be followed by submission of Offeror-revised Proposals and best and final offers (BAFO). MSA also reserves the right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

#### **1.17 False Statement**

MSA incorporates by reference the provisions of Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland regarding truthfulness in the information included in the contract documents. Offerors shall comply with the obligations set forth therein, including, without limitation, the following:

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

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

#### **1.18 Incurred Expenses; Economy of Preparation**

MSA will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making a presentation or demonstration, in providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

#### **1.19 Protests/Disputes**

Any protest or dispute related to this RFP will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at [www.mdstad.com](http://www.mdstad.com) or may be obtained by contacting the Procurement Officer.

#### **1.20 Minority Business Enterprise**

Minority Business Enterprises are encouraged to respond to this solicitation.

#### **1.20 Access to Public Records Act Notice**

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the technical Proposal and if applicable, separately in the financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

### **1.21 Offeror Responsibilities**

The Consultant shall be responsible for all products and services required by this RFP. Subconsultants must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The Consultant retains responsibility for all work to be performed by and any deliverable submitted by a subconsultant. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.22 Patents, Copyrights, and Intellectual Property**

- a) If the Consultant furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA to use such item.
- b) The Consultant will defend or settle, at its own expense, any claim or suit against MSA alleging that any such item furnished by the Consultant infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the Consultant will defend MSA against that claim at the Consultant's expense and will pay all damages, costs, and attorneys fees that a court finally awards, provided MSA: (i) promptly notifies the Consultant in writing of the claim; and (ii) allows the Consultant to control and cooperates with the Consultant in, the defense and any related settlement negotiations.

The obligations of this paragraph are in addition to those stated in the next paragraph.

- c) If any products furnished by the Consultant become, or in the Consultant's opinion are likely to become, the subject of a claim of infringement, the Consultant will, at its option and expense: (i) procure for MSA the right to continue using the applicable item; (ii) replace the product with a non-infringing product substantially complying with the item's specifications; or (iii) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

### **1.23 Non-Availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a contract

succeeding the first fiscal period, the contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect the rights of the Consultant and MSA under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the Consultant and MSA from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the contract. MSA shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

#### **1.24 Financial Disclosure**

The Consultant shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### **1.25 Non-Exclusive Use**

Neither this RFP nor any resulting Contract shall be construed to require MSA to use any Offeror or exclusively use the Consultant for the services described in this RFP. MSA reserves the right to obtain services of any nature from other sources when it is in the best interest of MSA to do so and without notice to any party. MSA makes no guarantees that it will purchase any products or services from the Consultant resulting from this RFP.

#### **1.26 Payments by Electronic Fund Transfer**

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000.

The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: [http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf). After award, the form must be submitted directly to the Comptroller's Office. Please do not submit these forms to MSA.

### **1.27 Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party to a Contract resulting from this RFP (including without limitation any information or data stored within the Consultant's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under the Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

### **1.28 Loss of Data**

In the event of loss of any MSA and/or Project related data or records where such loss is due to the intentional act or omission or negligence of the Consultant or any of its sub consultants or agents, the Consultant shall be responsible for recreating such lost data in the manner and on the schedule set by the Project Manager. The Consultant shall ensure that all data is backed up and recoverable by the Consultant and MSA.

### **1.29 Non-Hiring of Employees**

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Contract, and while serving as an official or employee of the State, become or be an employee of the Consultant or any entity that is a subconsultant on said Contract.

### **1.30 Nondiscrimination in Employment**

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subconsultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

### **1.31 Contingent Fee Prohibition**

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

### **1.32 Affidavits**

- a. Bid/Proposal Affidavit – A completed Bid/Proposal Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included as **Attachment A** of this RFP.
- b. Conflict of Interest Information/Affidavit and Disclosure A copy of this Affidavit is included as **Attachment B** to this RFP.
- c. Contract Affidavit -Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of the Affidavit is included as **Attachment C** to this RFP. This Affidavit must be provided within 5 business days after notification of proposed contract award.

### **1.33 Political Contribution Disclosure**

The Consultant shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

### **1.35 Verification of Registration and Tax Payment**

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from

final consideration and recommendation for contract award under this RFP. Prior to contract award under this RFP, the selected firm, including the joint ventures, must be able to provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

### **1.36 Maryland Law**

This RFP shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

### **1.37 Acceptance of Terms and Conditions**

By submitting a Proposal, the Offeror accepts all of the terms and conditions set forth in this RFP including all attachments.

Any exceptions to this RFP or the Agreement shall be clearly identified in the Executive Summary of the Technical Proposal, and shall be accompanied by the Offeror's proposed amended language to the requirements in question. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. MSA reserves the right to accept or reject any exceptions.

### **1.38 Procurement Regulations**

The RFP and any Agreements 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](http://www.mdstad.com).

### **1.39 Multiple Proposals**

MSA will not accept multiple or alternate proposals from a single Offeror.

## **SECTION 2**

### **OFFEROR'S QUALIFICATIONS**

The MSA has established minimum qualifications, which must be met in order for a proposal to be considered reasonably susceptible for award.

1. Offeror shall have five (5) years of experience providing supplier diversity and/or prevailing wage compliance Cloud-based Software Solutions.
2. Offeror is licensed/authorized to provide the services described in the RFP. A copy of the license/authorization agreement shall be included in the technical proposal.

## **SECTION 3**

### **PURPOSE AND SCOPE OF WORK**

#### **3.1 Purpose**

The MSA is issuing this solicitation in order to obtain a Cloud-based solution (“Solution”) to track compliance relating to Minority Business (“MBE”) participation goals and/or Prevailing Wage Contract requirements for some of MSA and MSA-managed contracts. Most of MSA projects are subject to the State of Maryland’s MBE requirements. Further, although MSA is not subject to Maryland’s statutory prevailing wage requirements, many of MSA projects include similar contractual requirements.

For additional information regarding the State of Maryland’s MBE program, please refer to <https://gomdsmallbiz.maryland.gov/Pages/mbe-Program.aspx>.

For prevailing wage requirements, please refer to <https://www.dllr.state.md.us/labor/prev>.

Currently, MSA’s Capital Projects Development Group (CPDG) is overseeing one hundred fifty (150) contracts and estimates overseeing over two-hundred and fifty (250) contracts in the next four (4) years. The intent of this RFP is to select an Offeror to provide services to meet the scope of work of this RFP, and is not for a consultant to perform compliance functions on MSA’s behalf.

#### **3.2 Scope of Work**

MSA has identified aspects of the Solution it is seeking to meet its current needs and allow MSA to capture the required data in an easily understood format. The Solution shall have the following capabilities:

- a) Be a stand-alone web-based Solution. Currently, MSA does not intend for this Solution to interface with any of its current systems;
- b) The Solution shall be operational (i.e. not under development) and generally available by the due date of the Proposal with minimum initial set-up requirements;
- c) Be able to track all types of contracts, including construction and related professional service contracts (such as architectural, engineering, consulting, etc.). This information needs to be able to track on a total Project basis, as well as subordinate procurements such as general contractors, architectural, miscellaneous consultants, etc.;
- d) Be capable of creating “departments”, “units”, or “Programs” within MSA and have the data capable of being tracked and reported on

separately. This capability should not be restricted to particular data points, and need to be able to be aggregated across all departments.

- e) All subcontractor payments shall be capable of being reported and verified electronically, including whether payment was made promptly. Preferably, the system will contain the ability to notify the subcontractor via email at the time of input by prime;
- f) Track actual MBE participation against MBE participation goals and subgoals and by MDOT minority/woman categories with no limit on tiers;
- g) Capability to identify an individual and modify administrative rights for all users to ensure proper access and confidentiality;
- h) Generate correspondence (emails, letters, etc.) from/to contractors and MSA representatives that can be issued directly from the system and have an ability to track and retain such correspondence. The correspondence capability should also include notification, routing, and/or automated alerts from the system, via email, to the selected MSA representative when correspondence or other documentation/information is uploaded or input into the system;
- i) Track vendors (both prime and subs) for all applicable projects. Be able to download such information into the project file after award;
- j) For prevailing wage requirements, provide an ability to track each vendor, prime contractor, or subcontractor's total number of employees, and whether those employees are residents of targeted zip codes and/or municipal overlaps;
- k) Ability to apply workforce utilization data and generate internal reports to include certified payroll input. This should include reporting and tracking residency and hiring efforts;
- l) Ability to add/track vendors based on certification status, NAICS Code and location. If possible, interconnectivity with MDOT to review or download vendor/MBE lists;
- m) Ability to modify access rights and other administrative rights within the software;
- n) Must have reliable back-up systems and industry-standard security protocols;
- o) Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of a RFP will become the

property of the MSA. The MSA will be considered the custodian of the data and shall determine the use, access, and distribution;

- p) Data and reports must be able to be exported to Excel;
- q) Must accommodate an unlimited amount of users;
- r) Must accept data entry from multiple users simultaneously;
- s) Must provide training and software support team services that include implementation, configuration, system usage, data management, technical, security, and user reporting.

**SECTION 4**  
**PROPOSAL SUBMISSION & REQUIREMENTS**

**4.1 Solicitation Process**

The solicitation will follow a multi-step process to select the successful Offeror.

**4.1.1 Step 1 – Submission of Technical and Financial Proposals**

Offerors will submit Proposals in two separate volumes labeled “Compliance Software- Offeror Short Name- Volume I Technical Proposal”, or “Compliance Software- Offeror Short Name- Vol II Financial Proposal” in accordance with this RFP. After the Proposal Closing Date and Time, technical Proposals will be reviewed.

**4.1.2 Step 2 – Review of Technical Proposals**

The Selection Committee will review the Technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the demonstration phase of the procurement. Offerors who are not short-listed will be notified that they were deemed not reasonably susceptible of being selected for award.

**4.1.3 Step 3 – Short-list and Demonstration**

Short-listed Offerors will be asked to attend an oral presentation/demonstration. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

**4.1.4 Step 4 – Short-list and Submission of Financial Proposals**

After demonstrations, and based on achieved rankings, the Selection Committee will short-list firms to participate in the Financial Proposal phase of the procurement. The Procurement Officer will request Financial Proposals from the short-listed Offerors. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

**4.1.5 Step 5 – Review of Financial Proposals**

The Selection Committee will review Financial Proposals and rank the Proposals based on the overall proposed fee.

**4.1.6 Step 6 – Recommendation for Award**

The Offeror deemed to provide the most advantageous offer (technical and financial) to the Project by the Selection Committee will be recommended for award.

## 4.2 Instruction for Submission of Proposals–General Requirements

Offerors shall upload the Technical Proposal to the submission link no later than the Proposal Closing Date and Time, as revised by any addendum. All pages of the proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.” The electronic submissions (formatted as .pdf file) shall be formatted so each page can be legibly printed in 8 1/2” x 11” format.

## 4.3 Volume I – Technical Proposal

This section provides specific instructions for submission of the Offeror’s Technical Proposal. The Technical Proposal shall include:

a) **Transmittal Letter**

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal to the Procurement Officer. The transmittal letter should be brief, and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

b) **Title and Table of Contents**

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror, point of contact information (including e-mail address), and the name of this RFP. A table of contents for the Proposal should follow the title page. Information that is claimed to be confidential shall be clearly identified. **Unless there is a compelling case, an entire proposal** should not be labeled confidential; only those portions that can reasonably be shown to be proprietary or confidential should be so labeled.

c) **Executive Summary**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP and attachments, and identify the tax identification number of the “prime” offeror.

**Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the RFP as amended the Executive Summary should so state.**

d) **Offeror's Experience, Capabilities and Workplan**

Offerors should include information on past experience with performing contracts and shall describe their experience, capabilities, and work plan through a response to the following:

- 1) An overview of the Offeror's experience providing similar cloud-based solutions to government, state and local entities.
- 2) Offeror shall submit at least three (3) references of current or previous projects similar to those described in this RFP. Offerors must provide the name of the client organization and the name, title and telephone number of point-of- contact for the client organization. This information shall be provided in the Corporate Profile **Attachment D.**
- 3) The name and resume of the Offeror's Project Manager who will be responsible for this project.
- 4) Offeror shall provide MSA with temporary access during the proposal review period to a test version of their system for review and exploration by MSA representatives. Credentials shall be provided for up to five (5) internal users.
- 5) Offerors shall provide MSA with samples of standard reports.
- 6) Offeror shall supply the location of the servers/datacenters which will house the Solution and whether they are owned and operated by Offeror. If they are not owned and operated by Offeror, Offeror shall provide information on the owner and operator.
- 7) Offeror shall provide any software and hardware interface requirements.
- 8) Any additional services the Offeror can reasonably anticipate or suggest at this time, which are not included in the scope of work.
- 9) Offeror shall submit its standard form of agreement for review and comment by MSA.

e) **Required Submissions**

Offerors must submit the following items in the Technical Proposal:

- 1) A completed Bid/Proposal Affidavit (**Attachment A**);
- 2) A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**);
- 3) Corporate Profile (**Attachment D**), including references as described in Section 4.2 (d);
- 4) Sample Reports as described in Section 4.2 (d);
- 5) Sample contract agreement;
- 6) Information about the test version of the proposed solution as described in Section 4.2 (d).

## **4.2 Volume II - Financial Proposal**

### **a) Required Submissions**

Short-listed Offerors will receive additional instructions regarding the submission of the financial proposal.

**Note:** MSA reserves the right to require, during proposal evaluation, that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any selection determination.

## SECTION 5

### **EVALUATION CRITERIA AND SELECTION PROCEDURE**

#### **5.1 Evaluation Criteria**

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria set forth below. Technical criteria shall be given more weight than financial criteria. The Technical Proposal will be worth 70% of the overall score, with breakdowns pertaining to firm experience, work plan, software capabilities, among other factors. The Financial Proposal will be worth 30% of the overall score.

#### **5.2 Technical Criteria**

The criteria used to rate the Technical Proposal is as follows:

- a) Adequacy of the solution to provide the proposed services.
- b) Experience, qualifications and references of the Offeror.
- c) Software solution interviews and demonstrations.

#### **5.3 Financial Criteria**

Short-listed Offerors will be given a score based on their evaluated financial proposal. The lowest evaluated financial proposal will receive the maximum score of 30 points. The score for the other financial proposals will be determined on a pro-rata basis compared to the lowest evaluated financial proposal.

#### **5.4 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference may be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

## **5.5 General Selection Process**

- 1) Submissions will be reviewed by a selection committee comprised of representatives of the MSA.
- 2) The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies.
- 3) Prior to award of a contract pursuant to this RFP, MSA may require any or all Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Offeror.
- 4) MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short- list of Offerors deemed most qualified based upon their Technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

## **5.6 Award Determination**

Upon completion of all evaluations, discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to MSA considering technical and financial evaluation factors as set forth in this RFP. The award is subject to approval by the MSA Board of Directors.

**ATTACHMENT A**  
**BID/PROPOSAL AFFIDAVIT**

## Attachment A. Bid/Proposal Affidavit

### A. AUTHORITY

I hereby affirm that I, \_\_\_\_\_ (name of affiant)  
am the \_\_\_\_\_ (title) and duly authorized representative of  
\_\_\_\_\_ (name of business entity)  
and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

#### B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the

Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/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/Proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

I FURTHER AFFIRM THAT:

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

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

**N. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

**O. 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/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:

\_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name:

\_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

\_\_\_\_\_

**ATTACHMENT B**  
**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

**Attachment B. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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 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 Proposal is made.

C. The 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 (explain in detail — attach additional sheets if necessary):


E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the 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.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**ATTACHMENT C**  
**CONTRACT AFFIDAVIT**

## Attachment C. Contract Affidavit

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, 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 contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
  - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 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: \_\_\_\_\_ (print name of Authorized Representative and Affiant)  
 \_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT D**  
**CORPORATE PROFILE**

**Consultant Corporate Profile**

**Firm Contact Information**

Firm Name: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Regional Office Address: \_\_\_\_\_  
\_\_\_\_\_

**Firm Background Information**

Year Firm Founded: \_\_\_\_\_

Is the firm MDOT MBE Certified? Yes/No

If certified, provide the certification number and minority status.

\_\_\_\_\_

Primary Business / Service Provided: \_\_\_\_\_

Number of Years Performing Services: \_\_\_\_\_

Number Full Time Employees (Corporate / Regional Office): \_\_\_\_\_ / \_\_\_\_\_

Provide a brief narrative outlining the firm's history.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a brief narrative outlining what services the firm intends to self-perform.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a brief narrative outlining what services the firm intends to subcontract to others.

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Provide a brief narrative outlining the firm's familiarity with standards, laws and conditions as they apply to the work to be performed under this project.

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Provide a brief narrative clarifying the firm's capacity to perform services as outlined in the RFP.

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Provide sales volume and project completion data for the most recently completed three-year period. Note that information provided is to be for the regional / local office that would be responsible for completing work under this solicitation.

Volume	Annual Sales	Completed Projects	Largest Project
2021	_____	_____	_____
2022	_____	_____	_____
2023	_____	_____	_____
2024	_____	_____	_____

**Firm References**

Provide three (3) references. Note that references are to be from different projects; that is, only one reference per project is allowed. **MSA staff members cannot be considered as a firm's reference.**

Project Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number and email: \_\_\_\_\_

Project Relationship: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number and email: \_\_\_\_\_

Project Relationship: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number and email: \_\_\_\_\_

Project Relationship: \_\_\_\_\_

**Disclosure of Contract Issues; Litigation; Criminal Investigations**

In the last five years, list and discuss any alleged prior or ongoing contract failures (potential judgment/settlement in excess of \$100,000), contract breaches (potential judgment/settlement in excess of \$100,000), other significant civil litigation, and all criminal litigation or investigations, which involved your firm.

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**Failure to Complete**

In the last five (5) years, disclose any projects that your firm was involved with that were not completed.

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**Insurance**

Include current certificates of insurance showing the limits of liability maintained by your firm in each of the following categories: workers' compensation, employer's liability, commercial general liability, automobile liability, umbrella or excess liability, and property insurance.

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**Prepared By:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONFIDENTIAL

**ATTACHMENT E**  
**CAPACITY SUMMARY SHEET**

