UNIVERSITY SYSTEM OF MARYLAND

REQUEST FOR PROPOSAL #BC-21191-VHR
FOR

ENTERPRISE RISK MANAGEMENT (ERM) AND CRISIS MANAGEMENT (CM) CONSULTING SERVICES

ISSUE DATE: APRIL 27, 2020

IMPORTANT NOTE: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

ISSUING OFFICE ON BEHALF OF USM:
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SOLICITATION SCHEDULE

Issue Date: April 27, 2020

Consultant Questions Regarding Solicitation Due: May 4, 2020
(See Section I, Para 3)

Consultant Technical Proposal Due: May 19, 2020 on or before 11:59 pm
(to be submitted electronically to Box address instructions in Section I, Paragraph 3, required contents are detailed in Section III, Article 1.)

Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist: June 5, 2020

Consultant Price Proposal Due: June 15, 2020 on or before 11:59 pm (to be submitted electronically by only the final shortlisted Proposers; Refer to Section I, Paragraph 3 and Section III, Article 3)

USM Notifies Selected Consultants: Anticipated by June 22, 2020

Master Contract executed by selected Consultants: July 9, 2020 (Projected)

Board of Public Works Approval: July 15, 2020 (Projected)

Contract Commencement: July 16, 2020 (Projected)

END OF SOLICITATION SCHEDULE
SECTION I:
GENERAL INFORMATION
SECTION I:
GENERAL INFORMATION

1. Summary:

1.1 The purpose of the USM Enterprise Risk Management (ERM) and Crisis Management (CM) Consulting Services Request for Proposal (RFP or Solicitation) is to procure ERM and CM Management Consulting Services (ERM/CM) for a variety of ERM/CM professional services on an ‘as needed basis’ for the institutions in the University System of Maryland (USM).

The University System of Maryland (USM) is the state’s public higher education system. USM’s 12 institutions, 3 regional higher education centers, and system office work closely together to leverage their collective expertise and resources, share best practices, increase the system’s effectiveness and efficiency, and advance USM’s mission to improve the quality of life in Maryland.

For a profile of the USM and the list and profile of prospective participating institution members, see www.USMD.edu and https://www.usmd.edu/institutions/

UMBC is procuring these services on behalf of USM.

For this initiative, USM will require a full range of ERM and Crisis Management Consulting Services Consultants (hereafter may be referred as “Consultants” or “Contractors” or “Proposers”) to assist in the effort of developing ERM/CM plans and assisting in their implementation for USM Institutions. As used in this Solicitation, Enterprise Risk Management means the commitment to manage risk as an integral component of an institution’s operation in order to maximize opportunities and minimize setbacks to the institution’s mission, strategies and objectives. Crisis Management includes the development of crisis management process to include protocols for use in responding to and communicating when a crisis arises.

1.2 Higher preference will be given in evaluation of proposals from Contractors who have worked for higher education institutions in one or both of these areas of professional consulting.

Multiple Master Contract awards are anticipated. Multiple awards will be made in each of the categories of ERM and CM. **Contractors may be awarded a Master Contract in one or both categories. Contractors are to indicate which category(ies) they are submitting a Proposal.** (See Transmittal Letter in Appendix A.)

The resulting contract will be a master contract (“Master Contract”) available for use by USM and all USM Institutions. The Master Contract will include the awarded Contractor’s hourly rates for various ERM/CM professional consulting positions with general terms and conditions applicable to all ERM and Crisis Management Consulting Services task orders made under the Master Contract. It is the intent of USM that a USM contract in the form attached hereto as Appendix C be issued to and executed by the successful Contractors. (Refer to Solicitation Section I, Paragraph 9. for further information.)
Upon the award of the Master Contract, the awarded Contractors will deal directly with the Buying USM Institution (Note: The USM Office could be considered a Buying USM Institution) regarding that Institution’s specific ERM and CM Consulting Services needs in accordance with the Institution’s procurement and contracting processes and procedures. By utilizing the Master Contract, the Buying USM Institution agrees to substantially accept the terms and conditions of the Master Agreement.

1.3 Services are to be provided as end-to-end or outcome based assignments/project based solutions in response to Task Order Request for Proposals (TORP) pursuant to an award of a Master Contract. Each USM Institution will conduct the TORP process as it deems in its best interest while adhering to the USM’s procurement policies and procedures. A general Task Order Request for Proposal process is included in this Solicitation in Section II, Paragraph 3, however, each USM Institution will have the flexibility to adapt this process to meet its needs.

Refer to Section II Scope of Work for further details.

1.4 Response to this RFP will consist of:

   a. Technical Proposal, and,
   b. Price Proposal

See Section III for further details regarding the proposal requirements and procurement phases.

1.5 Upon selection of the Master Contractors, a USM non-exclusive contract (See Appendix C for the sample Master Contract) will be issued to and executed by the successful firms. Upon receipt of applicable approvals, the Master Contract will be fully executed by UMBC on behalf of the USM. All Proposers are advised that USM makes no guarantee that any task orders will be issued or any minimal dollar amount will be spent under the resulting Master Contract. However, USM anticipates that its institutions will elect to utilize the resulting Master Contract(s) for a variety of assignments and projects due to the ease of using such Master Contract(s) including, but not limited to, favorable educational pricing.

1.6 USM anticipates the recommendation of the award to external approving bodies and Master Contracts to be in place with the successful Proposers per the Solicitation Schedule. Shortly thereafter, USM Institutions may begin procuring Task Orders via the Task Order Request for Proposal (TORP) implementation procedures for ERM and Crisis Management Consulting Services engagements. The Master Contracts will be aligned to USM’s fiscal year, July 1 through June 30, so the initial term of the Master Contracts will be from date of award/full execution of the contracts (i.e. the date that USM signs the Contract) through June 30, 2023 (approximately three years). (See Section I. Paragraph 9 below for further information regarding the Term of the Contract.)

1.7 In addition to this Section I, refer to Appendix S for the additional USM Solicitation Terms and Conditions that are applicable to this RFP.
2. Solicitation Terms and Conditions: Refer to Appendix S for the governing terms and conditions of this Solicitation.

In accordance with Appendix S, the Issuing Office shall be the **sole** point of contact with the USM for purposes of the preparation and submittal of proposals in response to this solicitation.

3. Proposal Closing Date/Due Date and Time:

3.1 Technical Proposal: The Technical Proposal is to be provided to the Issuing Office in accordance with this paragraph, the Solicitation Schedule, and Appendix S. **Technical Proposals are to be submitted electronically attached to Box address:** 
[Technic.kqc6ulogovz3o7tl@u.box.com](mailto:Technic.kqc6ulogovz3o7tl@u.box.com). There shall not be any ‘acceptance terms and conditions’ included in the Technical Proposal. By providing to USM the Technical Proposal electronically, the Contractor grants USM the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

3.2 Refer to the Solicitation Schedule and Section III of the RFP for information regarding subsequent submittals during the procurement process.

**Note:** No pricing is to be provided in the Technical Proposal submittal. Price Proposals will be requested only of the shortlisted Contractors upon completion of the evaluation of Technical Proposals.

4. Contractual Agreement.

The Master Contract to be entered into as a result of this RFP (the “Master Contract” or “Contract”) shall be by and between the proposer as Contractor and USM in the form of an USM Master Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by USM or the State of Maryland. By submitting an Offer (i.e. the firm’s Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Contractor warrants that they have reviewed Appendix C and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by USM. The awarded Master Contractors should not assume that any term and condition of the Master Contract is negotiable.

The terms and conditions of the Master Contract shall apply to all subsequent task orders. USM and/or the Buying USM Institution, at its sole discretion, may allow negotiation of terms and conditions in the Master Contract related to a specific task order. The awarded Master Contractors should not assume that any term and condition of the Master Contract is negotiable at the task order level.

Subsequent to the signing of the Master Contract, the Buying USM Institution may also require the signing of a Task Order Contract or Agreement (TOC or TOA) that is specific to the ERM and Crisis Management Consulting Services engagement services to be provided by the Contractor to the Buying USM Institution. The TOC or TOA may contain specific mandatory terms and conditions applicable to the specific task order scope of work and/or the Buying USM Institution’s contract requirements.

For accounting purposes only, the Buying USM Institution may also issue a purchase order to the awarded Master Contractor for each TOC.
5. **Term of the Contract:**

Any contract arising from this RFP action shall commence on the date the Master Contract is executed on behalf of USM, or such other date as USM and the Contractor shall agree. The Master Contract will be for the Scope of Work as defined in Section II of the solicitation documents.

The Master Contract is anticipated to commence per the Solicitation Schedule through June 30, 2023, (based on an anticipated award in late July 2020 (the “Term”).

The USM, at its sole option and with thirty (30) days’ notice to the Contractor, may elect to discontinue the Master Contract at any time during the Term of the Master Contract with no further obligations to the Contractor and with no penalty. As well, the Buying USM Institution may elect, at its sole option, and with thirty (30) days’ notice, discontinue any task order done under a Master Contract with no further obligations to the Contractor and with no penalty. If the USM elects to discontinue the Master Contract or a Task Order Contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made.

Any task order that commences during the Term of the Master Contract may be completed under the Master Contract terms and conditions and/or the Task Order Contract terms and conditions, even if the completion date of the Task Order is subsequent to the termination and/or expiration of the Master Contract.

6. **Acceptance of Terms and Conditions.**

By submitting an Offer in response to this RFP, a Contractor shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference. Refer to the Master Contract in Appendix C for the order of precedence of documents.

END OF SECTION I
SECTION II

SCOPE OF WORK/REQUIREMENTS
SECTION II

SCOPE OF WORK/REQUIREMENTS

1. General Information:

The scope of services for this Solicitation is for qualified consultants to provide assistance and expertise to its twelve (12) institutions in the development of their respective Enterprise Risk Management (ERM) and/or Crisis Management (CM) plans. The goal is to have all USM Institutions have plans in place by May 1, 2021, however, this end date is subject to change at USM’s sole discretion.

1.1 ERM is defined as the commitment to manage risk as an integral component of an institution’s operation in order to maximize opportunities and minimize setbacks to the institution’s mission, strategies and objectives.

The USM Policy #VIII-20.00 on ERM (https://www.usmd.edu/regents/bylaws/SectionVIII/VIII-20.00.pdf) indicates the following:

- Adopt a risk management process that includes an inventory or register of risks and exposures, with a responsible official or department which will monitor and adopt mitigation strategies as appropriate and periodically report to an institution-wide body responsible for overseeing the risk management process.

- This process is to include the following basic steps: (1) Risk identification, (2) Risk Assessment, (3) Risk mitigation and (4) Reporting.

- Identify and quantify risks, determine risk tolerances, and oversee risk mitigation strategies or measures where appropriate.

1.2 The USM Policy #VIII-21.00 on CM (https://www.usmd.edu/regents/bylaws/SectionVIII/VIII-21.00.pdf) indicates the following:

- A crisis is defined as:
  a. A negative event that was unanticipated and for which plans had not been formulated,
  b. A negative event that had been planned for, but happened at a rate or pace unanticipated, or
  c. A confluence of events anticipated and planned for individually, but not in combination.

- Each institution shall develop a crisis management plan President inclusive of appropriate protocols, response structure and team roles, clear reporting and escalation and crisis communications plan use in responding to and communicating when a crisis arises,

- Care should be taken to ensure that crisis communications considers and includes students, faculty, staff, and other identified institution and System interested parties.
- Once a crisis management process has been developed by an institution, periodic testing of the process in response to a potential crisis should be carried out to ensure that all involved at an institution in crisis management understand roles, protocols, and processes.

- The process should be reviewed and refined after any actual crisis event, if appropriate, to improve institutional responses and communications.

- Note: Board of Regents Policy VI-13.00 (https://www.usmd.edu/regents/bylaws/SectionVI/VI1300.pdf) formalizes requirements associated with campus emergency planning, preparedness, and response. An emergency, depending on the impact and exposure, operationally, in terms of public safety, and reputationally, may also be considered a crisis within the meaning of this policy and require additional coordination and consultation, public communication, and response and recovery.

Proposers must be able to provide expertise in all of the above elements in the ERM and CM plan based on national best practices in public and private education. It is desirable that Proposers have a minimum of 5 years’ experience in higher education, academic health center, or similar market. Proposers are to be able to provide ongoing on-call services related to ERM/CM consulting services, such as, but not limited to the examples in this Section II.

Successful responding firms will be expected to be capable of supplying fully qualified individuals, typically with strong ERM/CM consulting services for educational institutions (or similar) experience, on relatively short notice from participating USM Institutions. The responders must be able to demonstrate significant levels of experience in ERM/CM plans and implementations.

Requested Services may be provided ranging from ‘complete start to finish and ready for use’ to smaller projects and ad-hoc consulting that supplement or enhance internal resources. Master Contracts will result from this solicitation with subsequent Task Order Contracts and/or Purchase Order agreements awarded on a USM Institution by USM Institution basis. At the completion of the evaluation by the Buying USM Institution of Task Order Request for Proposal (TORP) responses, the selected Master Contractor, will be issued a Task Order Contract (TOC) and/or a Purchase Order (PO) by the Buying USM Institution. The TORP may be presented as a detailed Statement of Work or as a business problem requiring respondents to prepare and submit a detailed proposal stating the respondents’ intended action plan to result in a solution to the business problem presented. The Contractor will be expected to provide leadership and supervision for its consultants assigned to a resulting TOC engagement while collaborating with a designated Buying USM Institution point of contact.

Work may be done full time or part time, on a fixed fee basis, not-to-exceed fee basis, or Time and Materials basis. Work may be done on-premise or remotely at the discretion of the Buying USM Institution. The Institution’s Task Order Request for Proposal (TORP) will specify the pricing format parameters. (Refer to Paragraph 4 of this Solicitation Section II for general information regarding the TORP process as well as Paragraph 4.1 A. 2 (g) specifically regarding the pricing format allowed in the TORP process.)
2. SCOPE OF SERVICES/WORK TO BE PERFORMED

2.1 BY ERM CONSULTANTS:

Each USM Buying Institution will determine the services provided by ERM consultants and may include, but not be limited to, those noted below. The consultant shall provide tools and best practices associated with these services.

2.1.1 Identification of risks in the following areas: (a) Financial, (b) Operational, (c) Academic Affairs, (d) Human Resources, (e) Information Technology, (f) Research, (g) Student Affairs and (h) Compliance.

Note: An institution’s reputation is always “at risk” but is not “a risk.”

2.1.2 Prioritization of risks: Review the identified risks and determine (a) the risk impact, (b) the risk likelihood (using an appropriate scale) and (c) the risk factors (such as cybersecurity, drops in projected high school graduates, immigration policies, student debt, etc.).

2.1.3 Classification of Priority Risks: Review the full list of risks and identify the highest priority risks for the institution; consider risk impact, risk likelihood and risk factors from which a list is prepared of those on which this effort will focus.

2.1.4 Administrator: Identify the owner of each of the risks on the list of priority risks. This person is accountable for the development and monitoring of the mitigation strategies for his/her designated risks.

2.1.5 Mitigation Strategies: Develop subgroups led by the applicable Administrator to prepare mitigation strategies for each risk associated with each Administrator along with the method and frequency of monitoring; frequency would be daily, weekly, monthly, annually, semi-annually, ad hoc, etc. Upon completion, the estimated time frame and estimated budgetary needs, if any, for each strategy are to be identified to enable them to be employed. The subgroups will include subject matter experts (SMEs) applicable to the specific risk.

2.1.6 Implementation:

- Upon completion, a comprehensive chart of the priority risks is to be compiled. This chart is to include the (a) category (e.g. financial, operational, etc.), (b) specific risk with the risk impact, risk likelihood, and risk factors, (c) name of administrator, (d) mitigation strategies, (e) method and frequency of monitoring, (f) estimated time frame and estimated budgetary needs, if any, to implement each of the identified strategies.

- An institutional oversight group would review and take action based on this comprehensive plan inclusive of any budgetary considerations. This review will result in a phasing of the implementation of the mitigation strategies based on identified resources.

- For those risks included in the first phase, the applicable subgroups led by the applicable Administrator would take the necessary action to prepare the mitigation strategies in the
event that they are needed to be employed and establish/employ the identified mechanism for monitoring the strategy on the identified frequency.

2.2 BY CM CONSULTANTS:

Each Buying USM Institution will determine the services provided by CM consultants and may include, but not be limited to, those noted below. The consultant shall provide tools and best practices associated with these services.

- Provide assistance in the development or upgrade of an institutional crisis management plan.
- Advise on appropriate protocols, response structure and team roles, reporting and escalation procedures.
- Advise on an approach to review and refine the process after any actual crisis event to improve institutional responses and communications.
- Development of a table-top exercise that would allow institutions to test and evaluate the effectiveness of a crisis management plan in a test circumstance

3. DELIVERABLES:

The Buying USM Institution shall specify in its TORP the required deliverables to be produced/provided by the consultant. The consultant shall provide the deliverables in an agreed-upon format to the Buying USM Institution. It is anticipated that a minimum of one draft deliverable will be provided to the Buying USM Institutions for review and comment prior to finalization. A two–week Buying USM Institution review period is to be assumed for scheduling purposes.

The Buying USM Institution shall own all deliverables resulting from any TORP/TOC and must be able to use the deliverables as the Buying USM Institution deems in its best interest.

4. USE OF MASTER CONTRACTS BY BUYING USM INSTITUTIONS

Generally, the Buying USM Institution will follow this process, although the Buying USM Institution may adapt this process to meet its specific needs and/or to comply with its procurement policies and procedures.

4.1 Task Order Request for Proposal (TORP) Process: The TORP process will generally be handled as follows:

A. Scope of Work and Proposals: As the need for ERM and/or Crisis Management Consulting Services arises, the Buying USM Institution will contact a minimum of two, although more is preferable, Master Contractors (if available) in the applicable ERM/CM category. However, at its sole discretion, the Buying USM Institution may contact a single Master Contractor if it is determined by the Buying USM Institution to be in its best interest. The Buying USM Institution organization will provide an appropriate staff person to serve as the Institution’s point of contact:

(1) Written scope of work for the requested services inclusive (at a minimum) of:
a. High level functional requirements or business issue to be resolved;

b. Required schedule for the start and completion of the engagement; and,

c. A detailed Statement of Work or a business issue/problem;

(2) The Buying USM Institution, in collaboration with its applicable Risk Management group, will develop a written TORP that may require the following technical/qualifications and price criteria to be addressed by the Master Contractors:

a. Methodologies to be utilized to provide the requested Service(s) required with qualifications; recommended project management/work plan that may include may include, but is not limited to: specific deliverables and timelines for their successful completion; criteria for evaluation and acceptance of key milestones; communication plans; risk assessments and risk mitigation plans as applicable; as well any other project activities that may be specifically required in the TORP document.

b. Staffing Plan for providing the required services. Such plan may include, but is not limited to, the executive management, project management, technical and business consultants, etc., and summary of the proposed staffs’ expertise. If requested, references of similar projects are to be provided for the proposed staff so that the Buying USM Institution may, if it so chooses, check references of the proposed staff.

c. Similar firm experience with other educational customers/clients including contact information so that the Buying USM Institution may, if it so chooses, check references.

d. Utilization of Subcontractors, if any, that are proposed to provide some of the required services. If subcontractors will provide some or all of the required services, the Buying USM may request references of the subcontractors; past working relationships with the Master Contractor; firm experience, MBE status/allocation, etc. to be provided for the subcontractor.

e. A schedule of tasks and level of effort to ensure that the required time frame to complete the work in accordance with the Buying USM Institution’s scope,

f. If a task order includes subcontracting of services by the ERM/CM consultant, an MBE subcontracting goal may be established by the Buying USM Institution with, a statement indicating the MBE percentage commitment for the project (Note: Contractors are encouraged to seek Maryland State Certified MBE’s to participate in the resulting Task Orders.) If an MBE goal is set for a specific TORP, the MBE Forms in Appendix M will be required to be completed and submitted as specified in the TORP, and,

g. Quoted price which may be: a) lump sum fee; b) not-to-exceed price for the services (dependent on the requirements within Buying USM Institution’s scope of services); or c) time and material estimate. The Buying USM Institution will request a breakdown of the quoted price by staff position, task hours for each staff person, and billable hourly rate (Master Contractors are required to apply the quoted maximum or better hourly rates for the proposed staff as established and specified in their Master Contract with USM.)

Note: In addition to the information noted above, the Buying USM Institution reserves the right to request additional information from the Master Contractors as it deems appropriate for the scope of services. In such instances, this request will be included in the TORP issued by the Buying USM Institution.
(3) The Buying USM Institution may conduct a pre-proposal meeting, if applicable, with the invited awarded Master Contractors.

a. The Master Contractors will provide to the Buying USM Institution’s designated staff person a Task Order Proposal (‘TOP’) for the requested services that addresses the specified technical and price criteria.

b. **Evaluation of TOPs**: The evaluation criteria and evaluation process is solely at the Buying USM Institution’s discretion and will be included in the requirements and/or scope of work for the related Task Order Request for Proposal (TORP) issued by the Buying USM Institution. The Buying USM Institution will establish an Evaluation and Selection Committee (“Committee”) that will be responsible for the review and evaluation of the Task Order Proposal responses received. The Buying USM Institution will evaluate the Task Order Proposals for, but not limited to, cost advantage, proposed assigned key personnel’s expertise and time commitment, firm experience and expertise, references of the firm and/or key personnel, MBE commitment, ability to meet the required schedule, ability to provide the scope of services, etc.

As part of the evaluation, the Committee may request interviews of proposed Master Contractor team members and/or discussions with the Master Contractors.

Following the evaluation of the proposal, including any applicable interviews and/or discussions, an award will be made by the Buying USM Institution to the Master Contractor(s) with the most advantageous proposal. The award will be based in accordance with the TORP and may be based:

i. solely on price with the lowest responsive and responsible cost receiving the award;

ii. on a combination of technical and price evaluation/ranking, or

iii. solely on technical expertise, followed by the Buying USM Institution negotiating a fee with the top ranked Contractor. In the event of unsuccessful negotiations, the Buying USM Institution may discontinue negotiations with the top ranked firm and proceed to the next rank, and so forth.

c. **Award of a Task Order**: Dependent upon the Services to be provided or the nature of the assignment/engagement, a Task Order Contract (TOC) and Purchase Order (P.O.), or solely a Purchase Order will be issued by the Buying USM Institution to the successful Master Contractor for each specific task order. The business terms and conditions of the Master Contract will apply unless specifically revised, at the Buying USM Institution’s sole discretion, for a specific Task Order Contract.

The Master Contractor will be expected to provide leadership and supervision for its consultants assigned to a resulting TOC engagement while collaborating with a designated Buying USM Institution point of contact.

END OF SECTION II
SECTION III

PROCUREMENT PHASES AND EVALUATION PROCESS
SECTION III
ARTICLE 1

TECHNICAL PROPOSAL REQUIREMENTS

1. **Technical Proposal**: Refer to the Solicitation Schedule for due date for the Technical Proposal. Technical Proposal, including any clarifications, amendments, modifications, etc. to the Technical Proposal will be considered by USM as an Offer from the Proposing Firm.

The Technical Proposal should be prepared in a clear and concise manner and should have page numbers for ease of reference by the USM Evaluation Committee. The contents of the Technical Proposal must address the following items 2.1 through 2.4, and additionally, must include the appropriate completed forms as indicated in item 2.5 and 2.9. Failure to include any of the items listed may result in the Technical Proposal being found non-responsive and/or will affect the evaluation of your firm’s Technical Proposal response.

The Technical Proposal submitted in response to this Solicitation must demonstrate that the Contractor has sufficient expertise and experience to meet a variety of USM ERM/CM requirements as well as an understanding of the master contract scope and objectives.

It is the Contractor’s responsibility to tailor its response to demonstrate its expertise and qualifications to meet the master contractor objectives and perform the scope of work/services specifically for USM rather than providing a ‘cookie cutter/template’ response.

1.1 Transmittal Letter and Format:

- Contractors are asked to paginate the Technical Proposal.
- **The Transmittal Letter included with this Solicitation in Appendix A) is to be provided.** By completing this Transmittal Letter, the Proposer will provide to the University the name, title, phone number including extension number, and email address of the Proposing Firm’s contact for the Technical Proposal response, and the ERM/CM category(ies) that are being offered to be provided.
- The Transmittal Letter is to be signed by an appropriate/authorized person of the Proposing Firm. (See Paragraph 3. below.)

2. **Technical Qualifications Criteria:**

2.1 **Firm Profile**: For each ERM/CM Professional Consulting Service category that your firm is offering to provide, provide a description of your firm’ qualifications to perform the requested services inclusive of the following information:

a. Provide general information about the Proposing Firm: types of work done, primary business focus or specialty, number of employees by job category, etc.

b. An organization chart of the company showing parent company and any affiliates as well as where company that will be servicing the USM is found on the organization chart.

c. Address of firm’s headquarters, nearest offices, and branch offices.

d. Address of the office that will be serving USM.

e. Indicate what percentage of the firm’s business is related to similar ERM and/or Crisis Management Consulting Services as being requested in the Solicitation.
f. Provide a list of firm’s educational clients, particularly noting those educational (preferably higher education, academic health center or research institutions) clients located in Maryland. Describe the firm’s education focus including what percentage of the firm’s business is dedicated consulting in education information systems, in particular for Higher Education, Academic Health Centers, and Research Institutions.

g. Describe the firm’s knowledge and experience in ERM/CM.

h. Annual Sales Volume for company and the branch office which will service the USM on a per year basis for the last three (3) years [2017, 2018, and 2019].

i. Annual Sales for ERM and Crisis Management Consulting Services (list all that apply)

j. Any other notable facts that may aid in the selection process: Proposer may provide special/unique qualifications and/or experiences of the firm that make it uniquely capable to provide ERM and Crisis Management Consulting Services on the USM's Contract. Special firm and/or individual expertise may be included.

**NOTE:** To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), USM may, at its sole discretion, request that the shortlisted Proposers and/or the selected Contractor(s) shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.

2.2 **Firm Experience:** For each ERM and Crisis Management Consulting Services category for which the Proposer is offering its services, provide a minimum of three (3) projects/contracts which are similar or relevant to the USM’s scope of work as indicated in Section II. All projects/contracts submitted under these technical proposal criteria must be a maximum of five (5) years old based on the project contract completion date with higher consideration given to projects less than three (3) years old. A **minimum of one (1) project/contract must be for an educational client**, with higher consideration in the evaluation if more than one is for an educational client.

The project submissions shall include the following:

- Project Name and Location;
- Project Owner, Contact Person, email address, and Telephone Number, including extension number, if applicable;
- Brief Description of ERM and Crisis Management Consulting Services Provided (work provided; dollar amount of the work; schedule of the work done; number and roles of staff provided by Contractor; etc.)
- Similarities of the submitted project to the type of work to be done under the USM's ERM and/or Crisis Management Consulting Services contract.
- Years servicing the client

Note: Higher consideration will be given to projects/contracts that are set up on a task order or similar basis such as an ‘as needed’ or ‘on call’ or ‘indefinite delivery indefinite quantity (IDIQ)’ basis.
At its sole discretion, USM may, but is not required to do so, check references provided above.

- The USM reserves the right to verify all information given if it so chooses, as well as to check any other sources available or to use itself or any of USM’s Institutions as a reference even if not provided by the Proposer.

- Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's capability in performing the services required.

- References will be held in the strictest of confidence.

2.3 **Proposer’s Philosophy, Culture, and Approach:** USM is seeking ERM and Crisis Management Consulting Services partners who will contribute both strategically and tactically to its institutions’ on-going initiatives. Teamwork and collaboration will be important to USM. USM seeks to have its members be at the forefront of transforming education, and is seeking partners who enthusiastically share the vision and will demonstrate it in high quality services on an ‘as needed’ consulting engagement basis.

Provide a narrative that:

- Addresses how your firm plans to partner strategically and tactically with USM and its Institutions;
- Describes your firm’s philosophy and culture; and,
- Describes how your firm aligns its philosophy and culture with a client’s philosophy, culture, vision and strategies
- Describe how the firm intends to respond to TORP’s and how it plans to provide the required services throughout the term of the contract.

2.4 **Staffing of the Contract/Key Personnel**

2.4.1 Provide an organizational chart showing the management structure of the firm with a description of the qualifications, credentials and the location of upper level management and regional management support staff, as well as, those actually assigned and dedicated to manage this account. Information to be included: (i) Key Personnel’s Executive Manager (responsible for providing sufficient resources and overall management of USM’s account) and the primary point of contact for the USM Headquarters; and the Account Manager(s) (Primary Point of Contact(s) for USM Institutions for any TORP process) (Note: This may be more than one person distributed by segments of USM Institutions.) (ii) Names, Titles, and Roles of other Key Personnel for the Master Contracts and area of expertise; (iii) Geographical Location; and (iv) Brief description of the staff’s qualifications and credentials.

2.4.2 **Staffing Plan:** Contractors are to provide a narrative as to how they plan to staff the contract and any resulting Task Order Contracts.

- From the time a Task Order Request for Proposal is issued by a Buying USM Institution, what process will the firm take to seek/assign the most qualified staff for the project?
• Complete the ‘Matrix of Available Staff Resources by Positions’ for all USM ERM/CM Professional Services Consulting categories for which you are proposing (this matrix should be placed in an appendix in the Technical Proposal. NO pricing rates associated with these staff positions are to be provided in the Technical Proposal.)

• Will one or more account representatives provide service to USM? [i.e. Is there a point of contact for Contract/Business issues and another one (or several people) for Buying USM Institution’s Task Order Requests for Proposals?]

• If more than one point of contact, how will responsibilities be assigned?

• What problem resolution escalation path is available to USM?

2.4.3 Key Personnel: Provide the name, title, geographical location, contact information about following Key Personnel and a brief description of each person’s qualifications:

- Account Representative(s). Contractor must provide an account representative(s) for this agreement who will handle the Buying USM Institutions’ Task Order Requests. This is the person (or persons) that Buying USM Institutions will directly contact for Task Order Requests for Proposals and utilization of the resulting agreement. Provide a resume on the assigned representative(s).

- Executive Manager: This is the primary point of contact for the USM Contracting Office or its designee. As well, this is the person who the Account Representative reports to and is the executive responsible for ensuring that sufficient resources are provided to USM and its Institutions during the Term or Terms of the Contract. As well, this person would be the first point of escalation to resolve issues between USM and the firm. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers.

By submitting the Account Representative(s) and Executive Manager for consideration, the Contractor is committing these people to USM for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the USM via a contract amendment. The USM, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

2.5. Bid/Proposal Affidavit – Form: State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in Appendix A.

2.6 Acknowledgement Of Receipt Of Addenda Form: If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this form (found in Appendix A) is to be completed, signed, and included in the Proposing Contractor’s Technical Proposal.

2.7 Acknowledgement of Review of USM Sample Master Contract: Per Section I, Paragraph 9, the Proposer is to warrant that they have reviewed Appendix C and will execute such a contract upon request by USM, as may be negotiated. Any exceptions to the USM Sample Master Contract are to be provided in the Technical Proposal. Proposer is to also acknowledge that USM is under no
obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Master Contract(s).

3. **Signing of Technical Proposal:** The Technical Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

END OF SECTION III, ARTICLE 1
SECTION III
ARTICLE 2
EVALUATION OF TECHNICAL PROPOSALS

1. Evaluation of the Technical Proposal:

1.1 An Evaluation and Selection Committee will be established by the USM. The evaluation process will be facilitated by the UMBC Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate USM staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement.

1.2. Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a Contractor’s proposal. The USM reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the USM.

1.3 Technical Evaluation

The intent of this RFP is to provide ERM and Crisis Management Consulting Services providers an opportunity to present their qualifications, experience, and staffing approach to providing the scope of services in relation to the needs of USM. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer’s philosophy, approach, qualifications/expertise, organizational culture, working style and communications style fit with the USM’s. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

After compliance with the requirements in this RFP has been determined by the Procurement Officer, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining the strengths, weaknesses, advantages, and deficiencies of each Proposal. Proposals are evaluated to determine those proposals that have sufficient qualifications to meet the needs of the USM and therefore are evaluated as most advantageous to the USM. The Committee may shortlist based on the evaluation process.

1.3.1 In general, proposals submitted in response to this Solicitation must demonstrate that the firms and, in particular, the project team will have:

a. An understanding of key processes in education administration and experience providing guidance on best practices in ERM and/or CM;

b. An understanding of the ERM and/or CM processes, plans, support, implementations, etc. and experience solving the issues that arise in implementing such plans in a higher education institution;

c. Ability to integrate its methods and philosophies with those of the USM and develop relationships that are comfortable for the institution;

d. Ability to build sustainable alliances in the service area(s) it proposes to provide;
e. Experience and expertise in professional services related to ERM/CM plans; and/or in adhoc consulting services associated with ERM/CM;

f. Strong project management procedures

g. Ability to respond quickly to task order requests.

h. The firm must demonstrate the added value the firm brings to the engagement.

1.3.2 The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2.1 through 2.4. Each committee member will evaluate the proposals on each major criterion.

The order of importance of the technical criteria is as follows:

1) The Proposer’s Profile in providing similar ERM and/or Crisis Management Consulting Services;

2) The Proposer’s Past Experience in similar ERM and/or Crisis Management Consulting Services, and,

3) The philosophy/approach, skills and competencies of the Proposer’s Organization and Staff with respect to the ability to perform the required work.

1.4 At the sole discretion of USM, Contractors who have submitted Technical Proposals evaluated by USM to be viable and of further interest (i.e. “shortlisted”) may be requested to provide USM additional technical information to further clarify the Contractor’s technical qualifications. USM also reserves the right, at its sole discretion, to hold discussions with any or all of the shortlisted firms. If additional information and/or discussion sessions are requested of one or more Contractors, the Procurement Officer will so advise.

1.5 Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses. As the procurement progresses and as results of the technical evaluation are determined by USM, all Contractors will be notified as to the results of the technical evaluation of his/her firm’s technical proposal.

1.6 The USM will establish a final shortlist of technically qualified proposals to advance in the procurement.

END OF SECTION III, ARTICLE 2
SECTION III
ARTICLE 3
PRICE PROPOSAL REQUIREMENTS/PRICE EVALUATION

1. Price Proposal

1.1 Per the Solicitation Schedule, Price Proposals will be requested only of the final shortlisted firms. Price Proposals will be submitted in accordance with written instructions provided by the Procurement Officer via addendum to the final shortlisted firms.

It is the intent of the USM that the Price Proposal will consist of fully loaded hourly rates for onsite work as well as hourly rates for remote work for ERM/CM professional consultants for the applicable staff positions for the RFP categories which the Proposer is offering to USM. Rates for both on-site work in the State of Maryland and remote work are to be provided for each staff position. All costs and expenses are to be included in the quoted hourly rates as there are no reimbursables associated with this Contract. The hourly rates are to be valid for the first year of the Term of the Contract (i.e. through June 30, 2021). Since this is a system-wide contract that will be made available to all USM Institutions, thereby relieving vendors of the cost and effort of preparing extensive RFP responses to individual institutions/organizations solicitations, it is USM’s expectation that Proposers will offer rates considerably discounted from normal educational rates. As well, the quoted hourly rates will be considered by USM to be the maximum hourly rates for a given staff position. A Buying USM Institution may negotiate a lower hourly rate, or a Master Contractor may quote a lower hourly rate, for a specific Task Order.

1.2 For each year of the Term following the initial year, Contractor may request an annual price increase, if any, by April 1st. Any price increase request not received by that time, may not be considered by USM and pricing in the subsequent year will remain as stated during the just completed Master Contract term. A price increase, if any, shall not exceed the Consumer Price Index (“CPI”) for “All Urban Consumers” as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the contract year ends June 30, 2021, the price index for twelve-month period ending December 2020 will be used. Price increases will be capped at CPI or 5%, whichever is less, for any given one year period. Statistics will be referenced for negotiation purposes as Contractor is not to assume that any price increase will be applied to any subsequent contract year of the Term. As well, increases are not cumulative for prior years; if a Contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the Contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by USM will take effect on July 1st of each Renewal Term(s) and be effective for a minimum of twelve (12) months.

1.3 Discussions may be held, at the discretion of USM, with each of the applicable Contractors and the Price Evaluation Committee if deemed in USM’s best interest.
2. **Price Proposal Evaluation:**

Price Proposals will be evaluated based on the quote hourly rates. To assist in the evaluation, USM may apply the hourly rates to sample projects indicative of the types of projects that may be procured under the resulting Master Contracts. The USM may elect to request Best & Final Price Proposal(s).

END OF SECTION III, ARTICLE 3
SECTION III
ARTICLE 4

FINAL EVALUATION AND SELECTION

1. **Discussions.**

The USM reserves the right to recommend an Offeror(s) for contract award based upon the Offeror's(s’) technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit the USM, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the USM, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. **Best and Final Offers.**

When in the best interest of the USM, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final” offers.

3. **Final Ranking and Selection**

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will recommend to the Procurement Officer the award of the master contract(s) to the responsible Contractor(s) whose proposal(s) is (are) determined to be the most advantageous to the USM based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

Multiple awards are anticipated to be made. The decision of the award of the contracts will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract(s). The goal is to contract with the Contractors that provide the best overall value to the USM.

The USM may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The USM reserves the right to make an award with or without negotiations.

END OF SECTION III, ARTICLE 4

END OF SECTION III
APPENDICES

FORMS AND ATTACHMENTS
APPENDIX A
TECHNICAL PROPOSAL FORMS

Transmittal Letter

Matrix of Availability of Staff Resources - Enterprise Risk Management

Matrix of Availability of Staff Resources – Crisis Management

Acknowledgement of Receipt of Addenda Form

Bid Proposal/Affidavit
TRANSMITTAL LETTER - TECHNICAL PROPOSAL
RFP BC 21191 VHR – ERM/CM Professional Services for USM

PROPOSER: _________________________
Federal Identification Number/Social Security Number:____________________
Address: ____________________________________________________________

DATE_______________________

The undersigned hereby submits the Technical Proposal as set forth in RFP #BC 21191 VHR dated April ____, 2020.

We confirm that this Technical Proposal is based on the Requirements per the RFP and any subsequent addenda. **Our firm is submitting a proposal for the following ERM and Crisis Management Consulting Services categories:**

(check all that apply)

- [ ] Enterprise Risk Management
- [ ] Crisis Management

**If different than the signatory of this Transmittal Letter, we are also attaching to this Transmittal Letter, the name, title, phone number including extension number, and email address of our contact person for our Technical Proposal response.**

In accordance with Section III, Proposal Requirements, Article 1, we are enclosing the following in our Technical Proposal:

1. Firm Profile
2. Firm Experience
3. Proposer’s Philosophy, culture, and Approach
4. Staffing of the Contract/Key Personnel
   a. Organizational Chart
   b. Staffing Plan
      i. Matrix(Matrices) of Available Staff Resource
   c. Key Personnel Resumes
5. Bid/Proposal Affidavit (completed)
6. Acknowledgement of Receipt of Addenda form (completed)
7. Acknowledgement of review and acceptance of USM Sample Master Contract in Appendix C

Printed Name:_______________________
Signature:__________________________
Title:______________________________
Date: ______________________________
Staff Resources Form - ENTERPRISE RISK MANAGEMENT STAFF
(This form is to be completed by the Contractors proposing for ERM Services.
Additional staff positions may be added by the Contractor)

Proposer’s/Offeror’s Name: ________________

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BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.

Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.


The undersigned bidder 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 or proposal and:

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

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


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

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.
C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_________________________________________________________.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, §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 or proposals for a public or private contract;
(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
(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;
(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
   (iii) 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) of this regulation, 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 names of the persons involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §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.

N. ACKNOWLEDGEMENT

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

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

Date: ______________

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

_______________________________ (signature of Authorized Representative and Affiant)
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: BC 21191 VHR

TECHNICAL PROPOSAL DUE DATE: May 19, 2020 AT 11:59 P.M.

RFP FOR: ERM AND CRISIS MANAGEMENT CONSULTING SERVICES FOR USM

NAME OF PROPOSER: __________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ___ dated ______
Addendum No. ___ dated ______
Addendum No. ___ dated __
Addendum No. ___ dated __
Addendum No. ___ dated __

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

________________________________________
Signature

________________________________________
Name Printed

________________________________________
Title

________________________________________
Date

END OF FORM
APPENDIX B
PRICE PROPOSAL FORM (Draft)
This form is subject to change as the procurement progresses.

Living Wage Affidavit
Valerie Rolandelli
UMBC
Procurement and Strategic Sourcing Office
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Rolandelli:

The undersigned hereby submits the Financial Proposal as set forth in RFP # BC 21191 VHR dated April 27, 2020, and the following subsequent addenda:

Addendum ___ dated ______
Addendum ___ dated ______
Addendum ___ dated ______
Addendum ___ dated ______

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

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

A. Attached to this Price Proposal Form is our firm’s maximum hourly billing rates for all personnel and staff positions for both onsite and remote work that will be applicable for the duration of the resulting Master Contract. We confirm that these hourly billing rates are fully loaded and include all costs and expenses. We understand that there are no reimbursables associated with any resulting Master Contract.

We understand that throughout the Term or Renewal Term(s) of the Master Contract, USM may request additional staff positions, or the Master Contractor may propose to USM to add additional staff positions, under these categories as may be applicable and/or appropriate. If such additional staff positions are added, an amendment to the Master Contract or Task Order Contract will be executed by both parties.

We understand that by submitting a proposal we are agreeing to the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.
The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.

We understand that the USM reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Account Representative(s) and Executive Manager and any other Key People named within our Technical Proposal will be assigned to the USM Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from the USM via contract amendment prior to such changes being made.

Enclosure:  - Hourly Rate of Personnel, onsite and/or remote, for all offered ERM/CM Professional Services Consulting categories
            - Living Wage Affidavit

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

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: ________________________________
FIRM NAME ____________________________
ADDRESS ________________________________
TELEPHONE NO. ____________________________
SIGNED ___________________________________
PRINTED NAME ____________________________
TITLE: ________________________________

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co-Partnership)
ADDRESS ________________________________

In Presence of Witness: ________________________________
TELEPHONE NO. ____________________________
________________________ As to BY ________________________________
(Partner)

________________________ As to ________________________________
BY ________________________________
(Partner)

________________________ As to ________________________________
BY ________________________________
(Partner)

C. CORPORATION

(Name of Corporation)
ADDRESS ________________________________

Attest:

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

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

BY: ________________________________

Signature of Officer and Title

Printed Name

Title
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____ RFP BC 21191 VHR USM ERM/CM Consulting Services ____________________________

Name of Contractor _____________________________________________

Address______________________________________________________________________________________

City_______________________________ State________ Zip Code_______________

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

__ Bidder/Offeror is a nonprofit organization
__ Bidder/Offeror is a public service company
__ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
__ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B. _________________ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

__ All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____________________________________________

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date
FOR ENTERPRISE RISK MANAGEMENT PERSONNEL

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a) For onsite work, quote fully loaded hourly rates for each labor category offered by the Proposer; all costs and expenses are to be included in the quoted hourly rates as there are no reimbursables associated with onsite work under the resulting Master Contract. (It is acceptable to quote one blended rate that would apply to all positions.)

b) Remote work is to be exclusive of all expenses related to onsite work.

Valid through July 2020 – Jun 2021

Valid through July 2021 – Jun 2022

Valid through July 2022 – Jun 2023
c) For onsite work, quote fully loaded hourly rates for each labor category offered by the Proposer; all costs and expenses are to be included in the quoted hourly rates as there are no reimbursables associated with onsite work under the resulting Master Contract. (It is acceptable to quote one blended rate that would apply to all positions.)

d) Remote work is to be exclusive of all expenses related to onsite work.

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APPENDIX C

Contract Forms

Sample ERM and Crisis Management Consulting Services Master Contract (to be issued via Addendum)

Living Wage Affidavit

Contract Affidavit
Exhibit A
Living Wage Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No.  RFP_BC 21191 VHR ______________________
Name of Contractor ____________________________________________
Address__________________________________________________________
City ___________________________ State ______ Zip Code ____________

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland. The Contractor agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on USM’s contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the State of Maryland Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. The living wage rate through September 28, 2015 is $13.59/hour. This living wage rate changes each year and is published 90 days from the end of the USM’s fiscal year at https://www.dllr.state.md.us/labor/prev/livingwage.shtml. The USM’s fiscal year is July 1st through June 30th.

Contractor further agrees that USM has the right to conduct an independent audit by USM internal auditors or State of Maryland auditors of the Contractor’s payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with USM to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to USM, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act. Contractor reserves the right to request assurances that the receiving party will comply with all privacy laws applicable to such records before submission of the requested records.

Name of Authorized Representative: ________________________________

Signature of Authorized Representative ______________________________
Title ________________________________
Witness Name (Typed or Printed) ________________________________
Witness Signature ________________________________ Date
Appendix D
Contractor Employee Confidentiality Statement

The assigned Executive Manager and Account Representative(s) to the USM Master Contract will be requested to sign this statement.

At the USM’s sole discretion, this form may be requested to be signed by all assigned personnel from the Master Contractor under a TOC or Purchase Order.
BUYING USM INSTITUTION’S NAME: ________________

Confidentiality of Institutional Data

As an employee of the ________________ (“________”) assigned to ___________, you are regularly in possession of information about the ___________ (Name of Buying USM Institution), its internal operations, its students and employees. The information that you will have as a result of access to __________ systems in connection with your assigned duties is part of the overall information before you as a member the ___________ community. However the information that you will obtain through accessing the __________’s information systems includes human resources/payroll, financial and/or student information (collectively referred to herein as “Institutional Information”) and is highly sensitive to the ___________. Therefore, given the nature of this information, this statement represents a good opportunity to review and acknowledge your existing obligation as a member of the ___________ community to protect from disclosure and unauthorized use, any information, including the Institutional Information that is or was learned, developed, conceived or prepared by the __________ or you in the scope of your assignment at the ____________.

You acknowledge that, as an ______ employee assigned to __________, you will maintain in strictest confidence and not disclose or use, either within the __________ or to third parties (other than _____ or ______-approved third parties), either during or after your term of employment, any Institutional Information, whether or not in written form, except as authorized by the ______, and then only to the extent required to perform duties on behalf of the __________. Additionally, you acknowledge that you are not authorized to share system passwords with anyone. Any information or Institutional Information obtained from these systems is or may be protected by various privacy laws and shall not be used or disclosed for any purpose other than as a part of your assigned duties. Misuse or abuse of this access privilege is a serious matter, which may constitute a violation of applicable federal and/or state statutes.

You acknowledge that upon termination of your assignment or at any time upon the __________’s request, you will promptly deliver to the __________ without retaining copies, all documents and materials furnished to you by the __________ or prepared by you for the __________, or that otherwise incorporates Institutional Information.

Violations of this confidentiality could result in penalties, up to and including termination of your assignment to __________ and/or reporting to criminal authorities for prosecution. This provision survives the period for which the Master Contract, or Task Order Contract, whichever is applicable, is issued.

By signing this form, you acknowledge that you have read the statement and that you understand your obligation as employee to maintain the confidentiality of any and all __________ data, including but not limited to the Institutional Information and that you understand the associated penalties. This signed Confidentiality Statement will be maintained by the ____________.

Acknowledged:
Employee’s Signature:
________________________________________

Signature Date
________________________________________

Print Name
APPENDIX ___
CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractors.)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

   Name: _____________________________________________________________

   Address: __________________________________________________________

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

________________________________________________________________________
C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: ________________ By: ________________________________________________
APPENDIX S
SOLICITATION TERMS AND CONDITIONS
RFP 21191 – ERM and Crisis Management Consulting Services for USM

1. Due Date and Time
The Technical Proposal shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule.

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP. The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

2. Late Proposals
Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

3. Multiple/Alternative Proposals
Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP. (Refer to Section I and Section III of the Solicitation for instructions on how to respond to one or both of the scope of service categories.)

4. Modifications and Withdrawals of Proposals
Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

No withdrawal or modifications will be accepted after the time proposals are due.

5. Pre-Proposal Conference
A Pre-Proposal Conference will not be held in conjunction with this procurement.

6. Issuing Office
The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of the RFP proposal. The Issuing Office is:

   University of Maryland, Baltimore County
   Department of Procurement & Strategic Sourcing
   Administration Building, 7th Floor
   1000 Hilltop Circle
   Baltimore, Maryland 21250

All questions on this procurement are to be directed via email to the following individuals:

   Primary Point of Contact: Valerie Rolandelli: vroland@umbc.edu 410-913-0137 (mobile) or

   If Valerie Rolandelli is unavailable: Backup Point of Contract: Elizabeth Moss: 410-455-2540 (office), emoss@umbc.edu
7. Questions, Inquiries, Clarifications, and Addenda
Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University’s bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

8. Site Investigation
By submitting a proposal the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

9. Right to Reject Proposals and Waive Irregularities
The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

10. Cancellation of the RFP
The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

11. Proposal Acceptance
The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

12. Confidential/Proprietary Information
Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.

Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

13. Financial Disclosure by Persons Doing Business with the State
Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate $200,000, or more, during a calendar year shall, within 30 days of the time when the $200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

14. Arrearages
By submitting a response to this solicitation, a firm shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

15. Incurred Expenses
The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.
16. Debriefing of Unsuccessful Proposers
A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer’s proposal only and shall not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer’s rationale for the selection may be given.

17. Maryland Public Ethics Law
The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

18. Use of Affiliates to Avoid Taxation on Income from State Contracts
Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns.

Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

19. Payments to Contractors by Electronic Funds Transfer
If the annual dollar value of this contract will exceed $200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form 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 and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland: http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

20. Minority Business Enterprise Notice
Minority Business Enterprises are encouraged to respond to this solicitation. For more information on the State’s MBE program or questions related to certification, please contact MDOT’s Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website http://www.mdot.state.md.us/mb/index.html.
21. Insurance Requirements
The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore County and each of their officers, employees, and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract:

- Comprehensive General Liability Insurance including all extensions:
  $2,000,000 each occurrence;
  $2,000,000 personal injury;
  $2,000,000 products/completed operations;
  $2,000,000 general aggregated

- Workers Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland

- Owner’s Landlord’s and Tenant’s and Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident

- Property damage liability insurance with a limit of not less than $2,000,000 for each accident

- Automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less and $2,000,000 for each accident

- Professional Liability with a limit of not less than $1,000,000

At the time the contract is made, the Contractor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any renewal term under the contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the renewal.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker’s compensation and professional liability insurance, the insurance certificates shall specifically identify the materials and equipment, and shall name the University of Maryland, Baltimore County, the University System of Maryland, and the State of Maryland as an additional insured.

The Contractor shall furnish subcontractors’ certificates of insurance to the University immediately upon request.

The Contractor shall be as fully responsible to University of Maryland 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 Contractor.

All required insurance policies 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 the University of Maryland, Baltimore County”.

No acceptance or approval of any insurance by the University of Maryland 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 provision of the Contract Documents.
The required insurance coverage shall be in force throughout the Contract Term. 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, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policy holders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest edition of Best’s Insurance Reports.

22. Payment and Performance Bonds
Not applicable to this procurement but may be applicable to any resulting Task Order Contract.

END OF APPENDIX S