



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2016-04-29

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 LAR16	Procurement Folder: 213527
Document Name: LAR16 - Software Licensing	Reason for Modification:
Document Description: LAR16 - Software Licensing	
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2016-04-28
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2017-04-27

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000117793 SHI INTERNATIONAL CORP 290 DAVIDSON AVE STE 101 SOMERSET NJ 08873-4179 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Melanie L Lopez Requestor Phone: (304) 957-6872 Requestor Email: melanie.l.lopez@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End
--------------------	----------

William M Sheets 4/29/2016

PURCHASING DIVISION AUTHORIZATION SIGNED BY: William M Sheets DATE: 4/29/2016 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>Robert Hishie</i> DATE: 5/9/16 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>MAY 12 2016</i> ELECTRONIC SIGNATURE ON FILE
--	--	--

Extended Description:

BLANKET OPEN-END CONTRACT

This blanket open-end contract with SHI International Corp (Master Agreement BPO 060B2490024) is in accordance with Legislative Rule Section 148-1-7-9.1 and is to provide software licensing at a discount of 18.85% to all state agencies and political subdivisions.

Effective Date of Contract: 4/28/2016 - 4/27/2017

Agencies may order any items in the contract as long as those items are not covered by any statewide contract issued by the Purchasing Division, and as long as those items are not excluded according to the attached documentation. The State is not authorized to purchase cloud related software or services or consulting services, and those items are specifically excluded from this contract.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Software Licensing

Extended Description:

Software Licensing provided at 18.85% discount from Vendor.

**STATE OF WEST VIRGINIA OFFICE OF TECHNOLOGY & SHI INTERNATIONAL
CORP. PARTICIPATING ADDENDUM FOR MARYLAND (BPO) Number: 060B2490024.**

This Participating Addendum ("Addendum") is entered into by the West Virginia Purchasing Division (at the request of the West Virginia Office of Technology), hereinafter ("State") and SHI International Corp. hereinafter ("SHI") to provide the State with Microsoft software products at a discounted rate under the same terms and conditions contained in the State of Maryland's contract with SHI identified as (BPO) Number: 060B2490024 ("Maryland Contract"). in the formation of the Contract created by this Addendum.

Whereas, the State of Maryland has entered into a contract with SHI.

Whereas, the West Virginia Office of Technology has requested permission from the Purchasing Division to adopt and utilize the Maryland Contract, in an arrangement commonly referred to as piggybacking.

Whereas, this Addendum and supporting documents, once approved by the Purchasing Division and the Attorney General's office, memorialize the intent of the State and SHI to contract under the terms of the Maryland Contract as modified to provide for West Virginia law.

Whereas, the West Virginia Office of Technology has requested that the resulting contract be treated as a statewide contract available to other state agencies.

The parties Agree as follows:

- 1. Scope of work:** This Addendum extends the terms and conditions contained in the Maryland Contract to the State of West Virginia, subject to any modifications or additions to those terms and conditions contained herein. By signing this Addendum, SHI agrees to provide the Microsoft software products offered under the Maryland Contract to the State and the State agrees to pay for those commodities or services. Notwithstanding the foregoing, the State is not authorized to purchase cloud related software or services, or consulting services and those items are specifically excluded from this Contract.
- 2. Required Changes to Contract:** The Maryland Contract as it relates to the State and SHI shall be modified as follows to comply with laws specific to the State.
 - a. **WV-96A** – The Maryland Contract, as it relates to the State of West Virginia, is hereby modified to include the terms contained in the modified WV-96A Agreement Addendum, which is attached hereto as Exhibit A and specifically incorporated herein by reference.
 - b. **Other Modifications** – The following terms are hereby incorporated into the Maryland Contract, as it relates to the State of West Virginia, through this Addendum:

- i. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- ii. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, SHI must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, SHI must provide all necessary releases to obtain information to enable the Purchasing Division Director to verify that SHI is licensed and in good standing with the above entities.
- iii. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, SHI agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to SHI.
- iv. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right

to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

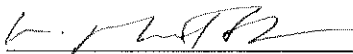
Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

3. **Order of Precedence:** This Addendum will have first priority over all other documents included in the Contract. The WV-96A will have second priority. Documents from the Maryland Contract, attached hereto as Exhibit B, will have third priority.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity:

State of West Virginia
(through the Purchasing Division)

By: 

Print Name: Mr. Michael Sheets

Title: Assistant Director

Date: 04/28/16

Contractor:

SHI International Corp.


By: 

Print Name: Cassie Skelton

Title: Sr. Contracts Specialist

Date: 4/25/16

State of West Virginia
Office of Technology

By: 

Print Name: Gale Given

Title: Chief Technology Officer

Date: 4/26/16

State of West Virginia
Attorney General (as to form)

By: 

Print Name: J. Robert Leslie

Title: Sr. Deputy Attorney General

Date: 5/9/16

EXHIBIT A – WV-96

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: OFFICE OF TECHNOLOGY
 Signed: [Signature]
 Title: Chief Technology Officer
 Date: 4/27/16

VENDOR

Company Name: _____
 Signed: [Signature]
 Title: Sr. Contracts Specialist
 Date: 4/26/16

EXHIBIT B – Contract Documents

CONTRACT

Microsoft Software & Services Large Account Reseller Contract

THIS CONTRACT (the "Contract") is made this 17th day of October, 2012 by and between SHI International Corp and the STATE OF MARYLAND, acting through the DEPARTMENT OF INFORMATION TECHNOLOGY.

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "Contract Manager" means Mike Balderson of the Department.
- 1.2 "Contractor" means SHI International Corp whose principal business address is [REDACTED] and whose principal office in Maryland is [REDACTED]
- 1.3 "Department" means the Maryland Department of Information Technology.
- 1.4 "Financial Bid" means the Contractor's Financial Bid dated July 24, 2012.
- 1.5 "Procurement Officer" means Edward Bannat of the Department.
- 1.6 "IFB" means the Invitation for Bids for Microsoft Software & Services Large Account Reseller, Project 060B2490024, and any amendments thereto issued in writing by the State.
- 1.7 "State" means the State of Maryland.
- 1.8 "Technical Bid" means the Contractor's Technical Bid, dated July 24, 2012.

2. Scope of Work

- 2.1 The Contractor shall provide software, maintenance and other services as described in the IFB. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB
Exhibit B – The Technical Bid
Exhibit C – The Financial Bid
Exhibit D – State Contract Affidavit, executed by the Contractor and dated 10/3/2012.
- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to

an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Time for Performance

Unless the Contract is terminated earlier as provided herein, the term of the Contract is for a period of three (3) years, beginning on the Contract execution date, and ending three years thereafter. The State, at its sole option, shall have the unilateral right to extend the Contract for up to two (2) additional successive two-year terms. The Contractor shall provide services as defined in the IFB upon receipt of a Notice to Proceed from the Procurement Officer.

4. Consideration and Payment

4.1 For Products Purchased By An Authorized User

The payment for Microsoft Select Plus software products provided by the Microsoft Authorized North American Government Large Account Reseller (LAR) to an Authorized User shall be at a 18.85% discount off of the applicable Estimated Retail Price List established in the current Microsoft Agreements with the State of Maryland. Invoices should be submitted to the individual or office designated on the Authorized User's purchase order. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is [REDACTED]. Payments for the software shall be made no later than thirty (30) days after acceptance of the software as described in the IFB. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

- 4.2 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

- 4.3 Contractor's eMaryland Marketplace vendor ID number is [REDACTED].

5. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in

absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

6. Rights to Records

The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

7. Liability

For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, including all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, the Contractor's liability shall be limited to the consideration paid for the Software.

8. Non-Hiring of Employees

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

9. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

10. Maryland Law

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

11. Nondiscrimination in Employment

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

12. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the 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 this Contract.

13. Non-availability of Funding

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

14. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

15. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

16. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

17. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

18. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract. The Contractor shall comply with all State and/or Federal requirements applicable to the grant funding source, including but not limited to those described in the IFB Section 3.3.

19. Financial Disclosure

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

20. Political Contribution Disclosure

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

21. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

22. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

23. Warranties

The Contractor hereby represents and warrants that:

- A. It has all right, title and interest to the Software. The State's use of the Software will not infringe on the intellectual property rights of any person or entity.
- B. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- C. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- D. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- E. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

25. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

26. Commercial Non-Discrimination

- 26.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply 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. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, Select Plusion, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts,

or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 26.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DoIT, in all subcontracts.
- 26.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

27. Administrative

- 27.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.
- 27.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Maryland Department of Information Technology
45 Calvert Street, 4th Floor
Annapolis, Maryland 21401
Attention: Michael E. Balderson

If to the Contractor: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

SHI International Corp

MARYLAND DEPARTMENT OF
INFORMATION TECHNOLOGY

[Redacted]
By:

[Redacted]
By: Elliot H. Schlanger, Secretary

10/3/2012
Date

10/17/2012
Date

[Redacted]
Witness

[Redacted]
Witness

Approved for form and legal sufficiency this 17th day October, 2012.

[Redacted]
Assistant Attorney General

APPROVED BY BPW: 10/17/2012 4-IT
(Date) (BPW Item #)

Microsoft Select (MS) Plus and Enterprise Software Licenses - Software House International

Blanket Purchase Order (BPO) Number: 060B2490024

The Department of Information Technology (DoIT) has established a Master Contract with Software House International (SHI) effective 11/1/2012 to procure the following software and services for the State of Maryland:

- **Category One: Microsoft Select Plus Software and Services**

Select Plus is a cost-effective way to acquire Microsoft software licenses and services at any affiliate or department level, while realizing advantages as one organization. Select Plus offers the flexibility to acquire licenses as needed, a single agreement with no specific end date and a single Lead Affiliate customer ID to streamline account management. Software Assurance is optional. With Microsoft Select Plus, you have the additional benefit of:

- Manage assets more easily with visibility across the entire organization and centralized reporting because all affiliate purchases are tied to their own unique customer IDs.
- Get more value out of licensing with automatic price savings for purchases across the entire organization and the full value of Microsoft Software Assurance coverage, no matter when you purchase it.

- **Category Two: Microsoft Enterprise Software and Services**

The Microsoft Enterprise Agreement (EA) is the best licensing program for organizations that want to standardize IT across the enterprise yet retain the flexibility to choose from on-premises and cloud services. The EA brings you:

- Attractive volume pricing
- Full benefits of Software Assurance
- Flexibility to transition to cloud services at your own pace
- Simplified license management through a single company-wide agreement
- Flexible, cost-effective, manageable licensing

- **Software Assurance**

Software Assurance (SA) helps you get the most from your Microsoft purchases. Benefits such as 24x7 support, deployment planning services, end-user and technical training, and the latest software releases are combined in one cost-effective program.

And if you are considering moving aspects of your IT to the cloud, SA delivers even more value by helping you plan your cloud migration and manage your on-premises and hybrid environments. Use Software Assurance to:

- Boost productivity across your organization with new product versions, end-user and technical training and support\
- Streamline deployments and migrations using Microsoft expertise and tools
- Upgrade and manage your Microsoft technology investments in a cost-effective manner

All other Microsoft products are considered "additional products" (i.e. Visio, Project, etc.). Pricing for additional products is the same as under the Select Agreement.

Microsoft Software & Services Large Account Reseller

CONTRACT INFORMATION

Award Date: 10/17/2012


BPW Agenda Item:  Item #4-IT dated 10/17/2012

Contract Term (REVISED): 11/1/2012 - 10/31/2017

Contract Awarded To:

Software House International, Inc.


Somerset, NJ

 Contract Document

ADPICS Number: 060B2490024

ORIGINAL IFB INFORMATION

Release Date: 6/26/2012

IFB:  Project No. 060B2490024 - Microsoft Software & Services Large Account Reseller (282KB)

Proposals Received: 7/24/2012

Attachments:

 Addendum #1

 Addendum #2


 Addendum #3

 Addendum #4

 Pre-Bid Conference Summary

 Pre-Bid Conference Attendee List

 Questions and Answers #1

 Questions and Answers #2

**SUPPLEMENT D
DEPARTMENT OF INFORMATION TECHNOLOGY
ACTION AGENDA**

ITEM: 4-IT **Agency Contact:**
Elliot Schlanger (410) 260-2994
Elliot.Schlanger@maryland.gov
Donna Ziegenhein (410) 260-7627
Donna.Ziegenhein@maryland.gov

DEPARTMENT/PROGRAM: Department of Information Technology

CONTRACT ID: Microsoft Software & Services Large
Account Reseller
ADPICS No.: 060B2490024

DESCRIPTION: Provide Microsoft Select Plus and Enterprise software products and related services from authorized North American Large Account Reseller

AWARD : SHI International, Corp
Somerset, NJ

TERM: 11/01/2012 – 10/31/2015

AMOUNT: \$15,000,000 Est. – Base Period (3 Years)
\$ 5,000,000 (Option Yr. 1)
\$ 5,000,000 (Option Yr. 2)

PROCUREMENT METHOD: Competitive Sealed Bids
Single Bid Received

BID:

<i>Vendor</i>	<i>Discount off Microsoft Retail Price</i>
SHI	18.85%

MBE PARTICIPATION: 0%

INCUMBENT: Same

REQUESTING AGENCY REMARKS: A notice of the availability of the Invitation for Bids was advertised on *eMarylandMarketplace* and the DoIT website. A copy of the IFB was sent to the Governor's Office of Minority Affairs. In addition, 14 firms that are known to have offered the requested services were emailed the IFB directly. Two bids were received but one was withdrawn. Bids were based upon a discount percentage off of Microsoft retail price to be applied to all purchases.

**SUPPLEMENT D
DEPARTMENT OF INFORMATION TECHNOLOGY
ACTION AGENDA**

ITEM 4-IT (cont'd)

Award is recommended to SHI International Corporation because it offered an advantageous discount to the State. This is a master contract procured by DoIT for use by all State agencies. The award amount is an estimate of how much the State agencies might collectively spend over the contract term. Should the agencies need to spend more than the currently projected ceiling, DoIT would return to the BPW to modify the award amount.

Because this contract provides only Microsoft Inc. software for State agencies, there is no opportunity for subcontracting; therefore, the MBE goal is zero.

FUND SOURCE:	Various Agencies.
APPROP. CODE:	Various Agencies
RESIDENT BUSINESS:	No
MD TAX CLEARANCE:	12-1624-1110

Board of Public Works Action - The above referenced Item was:

APPROVED	DISAPPROVED	DEFERRED	WITHDRAWN
WITH DISCUSSION		WITHOUT DISCUSSION	

Invitation for Bids

Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024



S T A T E O F M A R Y L A N D
DEPARTMENT OF INFORMATION TECHNOLOGY

DEPARTMENT OF INFORMATION TECHNOLOGY

Issue Date: Tuesday, June 26, 2012

NOTICE

Prospective Bidders who have received this document from the Department of Information Technology's web site or eMaryland Marketplace, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bids. If you have chosen not to bid on this Contract, please fax this completed form to: 410-974-5615 to the attention of Alayna Mande.

Title: **Microsoft Software & Services Large Account Reseller**
Project No: **060B2490024**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

Bidder Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bids

IFB Title:	Microsoft Software & Services Large Account Reseller
IFB Project Number:	060B2490024
IFB Issue Date:	June 26, 2012
IFB Issuing Office:	Maryland Department of Information Technology
Procurement Officer:	Edward Bannat Phone: (410) 260-7662 Fax: (410) 974-5615 Email: Edward.Bannat@maryland.gov
Bids are to be sent to:	Department of Information Technology 45 Calvert Street, Room 445 Annapolis, MD 21401 Attention: Edward Bannat
Pre-Proposal Conference:	Department of Information Technology 45 Calvert Street, Room 443 Annapolis, MD 21401 July 10, 2012 at 10:00 AM Local Time
Closing Date and Time:	July 18, 2012, 10:00 AM Local Time
Location/Time of Bid Opening:	Department of Information Technology 45 Calvert Street, Room 443 Annapolis, MD 21401 July 18, 2012, 2:00 PM Local Time

NOTE

Prospective Bidders who have received this document from the Department of Information Technology's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

Table of Contents

SECTION 1 - GENERAL INFORMATION.....	6
1.1 INTRODUCTION	6
1.2 ABBREVIATIONS AND DEFINITIONS.....	6
1.3 CONTRACT TYPE.....	7
1.4 CONTRACT DURATION.....	7
1.5 PROCUREMENT OFFICER.....	7
1.6 CONTRACT MANAGER	7
1.7 eMARYLAND MARKETPLACE.....	8
1.8 QUESTIONS	8
1.9 BIDS DUE (CLOSING) DATE	8
1.10 DURATION OF OFFER	8
1.11 REVISIONS TO THE IFB	9
1.12 CANCELLATIONS; DISCUSSIONS.....	9
1.13 INCURRED EXPENSES	9
1.14 ECONOMY OF PREPARATION.....	9
1.15 PROTESTS/DISPUTES	9
1.16 MULTIPLE OR ALTERNATE BIDS	9
1.17 ACCESS TO PUBLIC INFORMATION ACT NOTICE	9
1.18 BIDDER RESPONSIBILITIES	10
1.19 MANDATORY CONTRACTUAL TERMS	10
1.20 BID/PROPOSAL AFFIDAVIT.....	10
1.21 CONTRACT AFFIDAVIT.....	10
1.22 MINORITY BUSINESS ENTERPRISES.....	10
1.23 ARREARAGES.....	10
1.24 PROCUREMENT METHOD	11
1.25 VERIFICATION OF REGISTRATION AND TAX PAYMENT	11
1.26 FALSE STATEMENTS	11
1.27 PAYMENTS BY ELECTRONIC FUNDS TRANSFER.....	11
1.28 PRE-BID CONFERENCE.....	12
SECTION 2 – DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES	13
2.1 SCOPE OF SERVICES AND SPECIFICATIONS	13
2.2 DESCRIPTION OF CURRENT PROCESS	13
2.3 TECHNICAL SPECIFICATIONS.....	13
2.4 GENERAL REQUIREMENTS	15
2.5 OTHER VALUE-ADDED SERVICES.....	18
2.6 EXCLUDED PRODUCTS AND SERVICES	18
2.7 STATE SUPPORT.....	19
SECTION 3 – BID FORMAT	20
3.1 SUBMISSION.....	20
3.2 FORMAT - VOLUME I - TECHNICAL	20
3.3 FORMAT - VOLUME II - FINANCIAL.....	22
3.4 FINANCIAL CAPABILITIES AND INSURANCE	22

SECTION 4– EVALUATION CRITERIA AND SELECT PLUSION PROCEDURE.....	24
4.1 EVALUATION CRITERIA	24
4.2 FINANCIAL CRITERIA	24
4.3 RECIPROCAL PREFERENCE	24
4.4 SELECTION PROCEDURES	24
ATTACHMENT A – CONTRACT	26
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT	35
ATTACHMENT C – CONTRACT AFFIDAVIT	40
ATTACHMENT D – PRICE BID FORM & INSTRUCTIONS	44
ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM.....	46

SECTION 1 - GENERAL INFORMATION

1.1 Introduction

The Department of Information Technology (DoIT) is requesting bids from Microsoft Authorized North American LAR Select and Enterprise Agreements Large Account Resellers (LAR) to provide Microsoft Select Plus and Enterprise software products and related services. Pricing will be at a firm fixed percentage discount off of the applicable Microsoft Estimated Retail Price List (ERP) established in the current Microsoft Select & Enterprise Agreements with the State of Maryland.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **Reseller or Contractor** – Means a Software Value-Added Reseller who is awarded under this solicitation.
- b. **Authorized User** – State or local government entity that has received an authorized Enrollment Number.
- c. **Bidder** – An entity that submits a Bid in response to this Invitation For Bids (IFB).
- d. **BPW** – Board of Public Works
- e. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us
- f. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of Attachment A.
- g. **Contract Manager (CM)** – The State representative for this project who is primarily responsible for Contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this contract to ensure compliance with the terms and conditions of the Contract.
- h. **Discount Price** – The actual price to be paid for the purchase of products by an authorized contractor or authorized user. The Discount Price is calculated by 1) multiplying the Contractor's percentage discount to the current ERP for the specified product to be purchased to determine the Discount Value, and 2) subtracting the Discount Value from the current ERP.

For example:

If the Microsoft Estimated Retail Price is \$100.00 and the percentage discount is 15%, the Discount Value is (100.00×0.15) \$15.00, and the Discount Price is $(\$100.00 - \$15.00)$ \$85.00.

- i. **Discount Value** – The dollar value resulting from multiplying the Contractor's percentage discount to the current Microsoft Estimated Retail Price for the specified product to be purchased.
- j. **DoIT** – Department of Information Technology
- k. **ERP** – Microsoft Estimated Retail Price List
- l. **Invitation for Bids (IFB)** – This Invitation for Bids for the Maryland Department of Information Technology, Project Number 060B2490024 dated June 26, 2012, including any amendments.

- m. **LAR** – Microsoft Authorized North American Government Large Account Reseller
- n. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- o. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 6:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays.
- p. **Potential User** – Any State or local government entity that is eligible to use this contract.
- q. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract, issuing notices to proceed, determining scope issues, and is the only State representative who can authorize changes to the Contract. DoIT may change the Procurement Officer at any time by written notice to the Contractor.
- r. **State** – “State” means the State of Maryland.
- s. **VLA** – Volume License Agreement

1.3 Contract Type

The contract that results from this IFB shall be an Indefinite Quantity Contract with Firm Fixed Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The term of this contract will be three (3) years beginning on or about August 1, 2012 to July 31, 2015 with two (2) two-year renewal options.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this IFB prior to the award of any Contract is the Procurement Officer at the address listed below:

Edward Bannat
Maryland Department of Information Technology
45 Calvert Street, Room 445
Annapolis, Maryland 21401
Phone Number: (410) 260-7662
Fax Number: (410) 974-5615
E-mail: Edward.Bannat@maryland.gov

DoIT may change the Procurement Officer at any time by written notice.

1.6 Contract Manager

The Contract Manager is:

Michael E. Balderson
Department of Information Technology
45 Calvert Street, Room 444A
Annapolis, Maryland 21401
Phone Number: 410-260-7549
Fax Number: 410-974-5615
Email: Mike.Balderson@maryland.gov

1.7 eMaryland Marketplace

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT web site (www.DoIT.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

In order to receive a Contract award, an Offeror must be registered on Maryland Marketplace (eMM). Registration is free. Vendors may register at: <https://emaryland.buyspeed.com>. Click on "Registration" to begin the process follow the prompts.

1.8 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the closing date and time. If possible and appropriate, such questions will be answered prior to the closing date and time. Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the IFB.

1.9 Bids Due (Closing) Date

An unbound original and two bound copies of each bid (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 10:00 AM (local time) on June 18, 2012; in order to be considered. An electronic version (or CD or flash drive) of the Technical Bid in MS Word format must be enclosed with the original technical bid. An electronic version (CD or flash drive) of the Financial Bid in MS Word and signed PDF format must be enclosed with the original financial bid. Ensure that the CD/flash drives are labeled with the IFB title, IFB number and Bidder name and packaged with the original copy of the appropriate bid (technical or financial).

Requests for extension of this date or time will not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, bids received by the Procurement Officer after the due date June 18, 2012 at 10:00 AM (local time) will not be considered.

Bids may not be submitted by email or facsimile.

1.10 Duration of Offer

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of bids or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.11 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for bids, amendments will be provided to all prospective Bidders who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. In addition, amendments to the IFB will be posted on the DoIT Procurements web page and through eMaryland Marketplace. Amendments made after the due date for bids will be sent only to those Bidders who submitted a timely bid.

Acknowledgment of the receipt of all amendments to this IFB issued before the bid due date must accompany the Bidder's bid in the Transmittal Letter accompanying the Technical Bid submittal. Acknowledgement of the receipt of amendments to the IFB issued after the bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

1.12 Cancellations; Discussions

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

1.13 Incurred Expenses

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

1.14 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's bids to meet the requirements of this IFB.

1.15 Protests/Disputes

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

1.16 Multiple or Alternate Bids

Neither multiple nor alternate bids will be accepted.

1.17 Access to Public Information Act Notice

A Bidder shall give specific attention to the clear identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical bid and if applicable in the Financial bid.

1.18 Bidder Responsibilities

The Bidder shall be responsible for all products and services required by this IFB. All subcontractors must be identified and a complete description of their role relative to the bids must be included in the Bidder's bids. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If a Bidder that seeks to perform or provide the services required by this IFB is subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's bid must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.19 Mandatory Contractual Terms

By submitting an offer in response to this IFB, a Bidder, if Select, shall be deemed to have accepted the terms of this IFB and the Contract, attached as Attachment A. Any exceptions to this IFB or the Contract must be clearly identified in the Executive Summary of the technical bid. A bid that takes exception to these terms may be rejected.

1.20 Bid/Proposal Affidavit

A bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this IFB.

1.21 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit must be provided within five business days of notification of proposed Contract award.

1.22 Minority Business Enterprises

A MBE subcontractor participation goal of 0% has been established for this solicitation.

1.23 Arrearages

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if Select Plus for Contract award.

1.24 Procurement Method

This Contract will be awarded in accordance with the multi-step sealed bidding process under COMAR 21.05.02.17.

“Multi-step sealed bidding” means a two-phase process in which bidders submit unpriced technical offers or samples, or both, to be evaluated by the State and a second phase in which those bidders whose technical offers or samples, or both, have been found to be acceptable during the first phase have their price bids considered.”

1.25 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids. A Bidder’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.26 False Statements

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

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

1.27 Payments by Electronic Funds Transfer

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

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>>

1.28 Pre-Bid Conference

A Pre-Bid Conference (Conference) will be held on July 10, 2012, beginning at 10:00 A.M., at 45 Calvert Street, Room 443, Annapolis, MD 21401. Attendance at the Pre-Bid Conference is not mandatory, but all interested Bidders are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Bidder's understanding of the IFB requirements.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Bid Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Bidders known to have received a copy of this IFB.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by July 8, 2012, all potential Bidders planning to attend, return the Pre-Bid Conference Response Form. The Pre-Bid Conference Response Form is included as Attachment F to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least three (3) business days advance notice be provided. DoIT will make reasonable efforts to provide such special accommodation.

SECTION 2 – DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 Scope of Services and Specifications

DoIT currently has two Microsoft Agreements. The State and Local Government Select Software License, now called Select Plus, will expire October 31,2012 and the Microsoft Enterprise Agreement that has no fixed expiration date. The Agreements provide Level D pricing for all covered products.

DoIT is currently working with Microsoft to establish the acceptable terms and conditions for a new Microsoft Select Plus Affiliate Software License- State and Local Agreement. The purpose of this solicitation is to competitively procure a Contractor to serve as the Microsoft Authorized North American Government Large Account Reseller (LAR) for this new Agreement. The new agreement may not be available to all prospective Bidders prior to the Bid due date.

Accordingly, the new LAR for Select Plus & Enterprise will be required to provide all Microsoft Software & Services Large Account Reseller products at a firm fixed percentage discount off of the Microsoft Estimated Retail Price List (ERP) to Authorized Users.

2.2 Description of Current Process

2.2.2 Authorized Users

Each Authorized User requesting to purchase any Microsoft products via the Master Select Plus or Enterprise Agreements must complete a Microsoft State and Local Government Select Plus Outsourcer Enrollment Form. This form needs to be completed only once for each Authorized User. This process establishes a unique Enrollment Number for each Authorized User.

2.3 Technical Specifications

2.3.1 Product Delivery and Returns

2.3.1.1 Media

The Contractor shall work with State to provide media via any method available and as requested by the State including, but not limited to: original Publisher media, CD copies of master media duplicated by the Contractor, electronic downloads, etc. In cases where original publisher's media is not available, the Contractor shall provide CDs copied from master disks of the software purchased under any volume or enterprise license agreement.

2.3.1.2 Delivery Period

Contractor to provide delivery within ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Contractor, such as product out of stock. If delivery cannot be within this time frame, Contractor is to notify State of delay and anticipated ship date. If this delayed delivery is unacceptable to the State, the order can be cancelled without penalty.

2.3.1.3 Product Returns

Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the State by the Contractor, Contractor is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Contractor must agree to accept returns. If delivered software is defective, the Contractor is responsible for return shipping and packaging costs and for restocking charges if applicable. The Contractor must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Contractor's expense if requested by the State. If overnight delivery is not requested, all replacement products must be received by the State within seven (7) days of initial notification.

2.3.1.4 Shipping Charges

Items covered under this contract are Freight On Board (FOB) Destination and shipping charges are not to be included on any invoice unless the State has ordered expedited shipment. For expedited shipment, State would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

2.3.2 **License Confirmations**

2.3.2.1 Proof of License

For licenses ordered under the contract by authorized purchasers, Contractor shall be able to provide either: (i) certified Licensing Confirmation Certificates for all software licenses; (ii) Contractor's certified license confirmation certificates in the name of such Licensee; or (iii) a written confirmation from the Contractor or Microsoft accepting the States contract or purchase order as proof of license. The form of Proof of License provided must be acceptable proof to Microsoft and in the format as requested by the purchaser. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as requested by the State. Contractor will retain an electronic file of State's Proof of Licenses and provide copies to the State as requested.

2.3.2.2 Hardware/Software Coordination

Contractor shall work with State and any computer hardware contractor to provide their best reasonable effort to see that license confirmation documents for any Microsoft Software & Services Large Account Reseller provided with those machines is provided to, and tracked by, the Contractor as consistent with this contract.

2.3.3 **Product Installation Assistance**

If the State encounters difficulty in downloading or installing the software, the Contractor must provide assistance within eight (8) business hours of being informed of the problem. If the installation issue is more complicated, such as an installation requiring limited configurations, the Contractor may not quote the cost for those services. The installation would need to be competitively bid under another contract vehicle.

2.4 General Requirements

2.4.1 Develop and Maintain Website

Contractor shall develop and support a website specific to the State, with content approved from the Contract Procurement Officer and/or State Contract Manager as appropriate based on content. This web site information shall be available through the Internet without the use of additional software or licenses. Website should be user friendly to allow for quick and easy access and use. Contractor should provide web-based training regarding use of website at no additional cost, and online, email, or telephone help should be available to assist during State's standard working hours. Website must be available 24 x 7, except for scheduled maintenance and be ADA compliant. No costs or expenses associated with providing this information shall be charged to the States. Universal Resource Locator (URL) for the website must be supplied to the State and the contract Procurement Officer within 60 days of the execution of the contract. The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by the State, such as copies of VLAs.

2.4.1.1 Contract and General Information

The website will provide contract and ordering information to include, at a minimum: the contract number(s); the Contractor contact names and titles, including primary contact and contacts to whom incidents could be escalated; areas of responsibility for each contact name as well as their phone numbers and email addresses; information on use of website; quote and ordering information; and notifications regarding Microsoft and products, such as pending key product changes or upgrades.

2.4.1.2 Online Catalog

The website will provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Non-authorized products or groups of products shall either not be viewable on the website or shall be clearly marked as excluded products. Regardless of the number and types of links to the Contractor's electronic catalog, the Contractor shall ensure that all eligible agencies purchasing under the contract are accessing the same current base version of the product catalog. Online information must include purchases of Volume or Enterprise License Agreement software.

2.4.1.3 Online Reports

Website shall have capability to provide order history, as well as order status and order tracking.

2.4.1.4 Other

Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Contractor and approved by State.

2.4.2 Price Quote, General

Pricing is submitted to the State as a discount percentage (%) to be applied to the applicable ERP.

2.4.2.1 Telephone or Email Quote Support

Contractor must accept requests for quotes by telephone, fax, email, or online. Contractor shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Contractor shall provide an email address for receipt of requests for price quotes. Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.

2.4.2.2 Quoted Delivery Method

The quote must clearly indicate the method of delivery, whether via media, download, or some other means.

2.4.2.3 Timely Quotes

Contractor agrees to work with Microsoft to obtain quotes and deliver software in a timely fashion. Expected response should be within 24 hours but no more than three business days. If, after three business days, the Contractor has been unable to obtain the quote or assurances that they can obtain the software, the Contractor must contact the State with a status report. The Contractor and the State will mutually agree as to whether the Contractor shall continue to pursue a quote and within what timeframe, or whether the Contractor will provide the State with a written statement that the Contractor cannot supply the software. If the Contractor has been unable to obtain a quote within 10 days of the request for quote, the Contractor must provide a written statement (email is sufficient) to the State, and the Procurement Officer for that specific order that the Contractor cannot supply the software and the reason why.

2.4.2.4 Guaranteed 30 Day Quote

Contractor is required to honor all quotes for 30 calendar days. If it is known that a price increase will occur during the 30 calendar days following the quote, the Contractor may provide two quotes, based upon the date that the order is received.

2.4.3 License Tracking and Management

Contractor must have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract. Contractor must also have the capability of keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by each State agency, county & municipality. Contractor shall work with the State, Microsoft, subsequent contract software contractors and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable. State will award a single Contractor under this IFB. Details on how licenses are to be tracked and managed under the award will be determined by the State.

2.4.4 Volume and Enterprise License Agreements

Contractor will work directly with Authorized Purchasers in establishing, signing and maintaining enrollment agreements. The Contractor will aggregate all enrollments together for Master Agreement reporting purposes. The Contractor shall be responsible for providing license usage information to Microsoft, if such information is required by Microsoft, in a timely manner (e.g., for 'true up' assessments).

2.4.5 Software Installation/Implementation Assistance

Contractor shall provide, at no additional cost, assistance or advice in basic installation or implementation of Microsoft Software & Services Large Account Reseller.

2.4.6 Software Advisement

Contractor will provide, at no additional cost, advice relative to software. Examples of such advice would be: in selecting appropriate software; in explaining Volume License Agreements with complicated rules; in determining the most cost-effective buying strategies; in ensuring that State is in compliance with licensing requirements; and in finding software options to meet a specific need.

2.4.7 Training

Contractor will provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary training should be provided as needed.

2.4.8 Software Maintenance and Support

Contractor to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Contractor will provide support of any existing and current agreements.

2.4.9 Software Updates

Users are eligible to receive from Microsoft, at no additional charge, all new releases and updates of the software while under an agreement. Release shall be defined as any collection of enhancements or updates which the Microsoft generally makes available to its installed base of customers of such programs. The Contractor shall assist the User as necessary to facilitate or help the User in obtaining such releases or updates from Microsoft.

2.4.10 Customer Service and Representation

2.4.10.1 Dedicated Representation and Timely Response

Contractor shall provide a dedicated representative for the State. Such representative will become familiar with the State and its agencies provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for

the Procurement Officer. Contractor must commit to returning phone calls or responding to emails within two business days.

2.4.10.2 Problem Escalation

The Contractor must provide an incident escalation path for each State Agency, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.4.10.3 Product purchasing trends

The Contractor will speak with the Procurement Officer or Contract Manager from time to time to review usage and discuss possible revisions of the categorization of Microsoft based upon actual sales volume or other changes.

2.4.10.4 Publisher Notifications and Other Industry Information

In the event that a Microsoft publicly announces changes that are pertinent to User the Contractor should assist Users by-posting the information on the state websites.

2.4.11 **Transitioning License Tracking Information at Contract Termination**

The license information data acquired and retained by Contractor will be stored as sortable data fields so the license information can be transferred to a new system upon contract termination. Contractor will work with State, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

2.4.12 **Reporting**

2.4.12.1 Standard reports

The State may require standard reports, such as report on savings. Contractor shall provide these reports at the intervals, and in the format, as reasonably requested by the State. Contractor shall advise of standard reports which they can provide, and work with the State on additional standard reports, as needed.

2.4.12.2 Custom reports

Contractor may not develop and provide custom reports as an optional service,

2.5 **Other Value-Added Services**

Offeror may not propose other Value-Added Services.

2.6 **Excluded Products and Services**

This contract is intended for the acquisition of Microsoft VLA & Enterprise software. It is not intended for the purchase of custom software applications.

2.7 State Support

No support, facility space, materials, special access, personnel or other obligations on behalf of the State, other than payment, are required under this contract.

- 2.7.1** The Contractor will honor existing & future State Microsoft Enterprise & Volume License Agreements (VLA) and include those licenses as part of the Contractor license tracking service. The Contractor will identify itself to Microsoft as Contractor or LAR for the State. If so required by Microsoft, Contractor will execute a change of channel partner agreement with Microsoft. Contractor will sell additional licenses consistent with Enterprise or VLA. The Contractor will work with Microsoft as necessary to ensure the State receives timely and pertinent license information, such as for license or agreement renewals, or opportunities based on actual volume.
- 2.7.2** The Contractor is responsible for providing guidance and information about the respective rights and responsibilities applicable to the Agreement to Authorized Users or Potential Users on an as-needed basis. Responses to inquiries concerning such topics as the term of the Agreement, services or products provided, how to complete the enrollment process, etc., are to be provided directly and efficiently to the requestor.
- 2.7.3** The Contractor will provide the most current Microsoft ERP issued by Microsoft to the Contract Manager in an MS Excel format, or other format acceptable to the State, via email as needed.

SECTION 3 – BID FORMAT

3.1 Submission

- 3.1.1 Bidders must use and complete the Price Bid form, Attachment D. Do not change or alter this Attachment. Do not alter any State attachments.
- 3.1.2 Bidders must submit Bids as instructed in Section 1.9.
- 3.1.3 Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid.

3.2 Format - Volume I - Technical

3.2.1 Transmittal Letter

A transmittal letter shall accompany the Technical Bid. The purpose of this letter is to transmit the bid and acknowledge the receipt of any addenda. The transmittal letter should be brief. The transmittal letter shall list the official name, eMaryland Marketplace number and Federal Employer Identification Number of the entity submitting the bid. It shall also include the name and contact information of a person authorized to make commitments on behalf of the entity and shall be signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. See Bidder's responsibilities in Section 1.18.

3.2.2 Additional Required Technical Submissions

Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Bid only)

3.2.3 Format of Technical Bid

Inside a sealed package described in Section 1.9, above, an unbound original, to be so labeled, two bound copies and the electronic version shall be provided. Section 2 of this IFB provides requirements and Section 3 provides reply instructions. The paragraphs in these IFB sections are numbered for ease of reference. In addition to the instructions below, the Bidder's Technical Bids should be organized and numbered in the same order as this IFB. This bid organization will allow State officials and the Evaluation Committee to "map" Bidder responses directly to IFB requirements by paragraph number.

The Technical Bid shall include the following section in this order:

3.2.3.1 Title and Table of Contents

The Technical Bid should begin with a title page bearing the name and address of the Bidder and the name and number of this IFB. A table of contents shall follow the title page for the Technical Bid. Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Bidder's Technical Bid, and if applicable, also in the Bidder's Financial Bid. An explanation for each claim of confidentiality shall be included.

3.2.3.2 Executive Summary

The Bidder shall condense and highlight the contents of the technical bid in a separate section titled "Executive Summary". The summary shall also identify any exceptions the Bidder has taken to the requirements of this IFB, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the bid deemed unacceptable or classified as not reasonably susceptible of being selected for award. If no exceptions to terms and conditions are made, the summary shall indicate this.

3.2.3.3 Bidder Experience and Capabilities

Bidders shall include information on experience providing Microsoft Select Plus & Enterprise Software. General requirements of the Bidder are outlined in Section 3. Bidders shall describe how their organization can meet the requirements of this IFB and shall include the following:

- An overview of the Bidder's experience and capabilities providing Microsoft Select Plus & Enterprise Software. This description shall include:
 - a) The number of years the Bidder has provided Microsoft Select Plus & Enterprise Software; and
 - b) Three (3) existing clients to whom the Bidder has sold Microsoft Select Plus & Enterprise Software meeting the specifications of this IFB.

3.2.3.4 Bidder Technical Response to IFB Requirements

The Bidder shall address each major section in the Technical Bid and describe how its proposed material will meet the requirements as described in the IFB. If the State is seeking Bidder agreement to a requirement, the Bidder shall state agreement or disagreement.

As stated above, any exception to a term or condition may result in having the bid deemed unacceptable or classified as not reasonably susceptible of being selected for award.

Note: No pricing information is to be included in the Technical Bid (Volume 1). Pricing will only be included in the Financial Bid (Volume II).

3.2.3.5 The Process for Resolving Billing Errors

The Bidder shall submit a copy of its process for resolving billing issues.

3.2.3.6 Financial Capability and Statements

The Bidder shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two (2) years (independently audited preferred).

3.2.3.7 Certificate of Insurance

The Bidder shall provide a copy of the Bidder's current certificate of insurance with the prescribed limits set forth in Section 3.4.

3.2.3.8 Legal Action Summary – Describe:

- Any outstanding legal actions or potential claims against the Bidder
- Any settled or closed legal actions or claims against the Bidder over the past five years
- Any judgments against the Bidder within the past five (5) years, including the case name, number, court and final ruling or determination from the court.
- The judge and court location in instances where litigation is ongoing and the Bidder has been directed by the court not to disclose information

The authorized signature block must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Bid.

3.3 Format - Volume II - Financial

Under separate sealed cover from the Technical Bid and clearly identified in the format requirements identified in Section 1.9, the Contractor shall submit an unbound original to be so labeled, two (2) bound copies, and an electronic version in MS Word and signed PDF format of the Price Bid form Attachment D. Instructions for filling out the Price Bid Form are contained in Attachment D.

3.4 Financial Capabilities and Insurance

The Bidders shall include the following:

- 3.4.1 Evidence that the Bidder has financial capacity to provide the services.
- 3.4.2 A statement as to whether there are any outstanding legal actions against the Bidder.
- 3.4.3 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.
- 3.4.4 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 3.4.5 The Contractor shall provide a copy of the Contractor's current certificate of insurance, that, at a minimum, shall contain the following:
 - Worker's Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - General Liability – The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.

- \$2,000,000 – General Aggregate Limit (other than products/completed operations)
- \$2,000,000 – Products/completed operations aggregate limit
- \$1,000,000 – Each Occurrence Limit
- \$1,000,000 – Personal and Accidental Injury Limits
- \$ 50,000 – Fire Damage Limit
- \$ 5,000 – Medical Expense

- 3.4.6 Upon execution of a Contract with the State, Contractor shall provide the State with current certificates of insurance, and shall update such certificates from time to time, as directed by the State.
- 3.4.7 The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation accepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor shall provide the State with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.4.8 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

SECTION 4– EVALUATION CRITERIA AND SELECT PLUSION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the bids will be based on the criteria set forth below. The Contracts resulting from this IFB will be awarded to the Bidder that is most favorable to the State, considering price and the technical factors set forth herein.

4.2 Financial Criteria

All qualified Bidders will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines (as submitted in the Price Bid Form).

4.3 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: (a) the resident business is a responsible bidder; (b) a responsible bidder whose principal office or principal base of operations is in another state submits the lowest responsive bid; (c) the state in which the nonresident's principal office is located or the state in which the nonresident has its principal operation through which it would provide the goods or services gives a preference to its residents through law, policy, or practice; and (d) the preference does not conflict with a federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice, gives to its residents.

4.4 Selection Procedures

4.4.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed bids process under COMAR 21.05.02. The competitive sealed bids method is based on discussions and revision of bids during these discussions.

4.4.2 Selection Process Sequence

4.4.2.1 The first step in the process will be an evaluation to determine if the bidders provided all of the requirements stated in the IFB and have the technical capability to satisfy all of the requirements in the IFB.

4.4.2.2 After the Procurement Officer evaluates the technical offers and finds that they are acceptable under the criteria set forth in the IFB, the Procurement Officer shall consider the prices submitted by bidders whose technical offers have been found acceptable.

4.4.2.3 The Procurement Officer shall return an unopened price bid submitted by a bidder whose technical offer has been evaluated as unacceptable.

4.4.3 Award Determination

Technical bids will be opened at 2:00pm on Wednesday July 18, 2012 in Room 443 at 45 Calvert Street, Annapolis, MD. A public opening of the Price bid will be scheduled when the technical evaluation is complete and all bidders whose bids have been found reasonably susceptible for award will be notified of the time and date set for opening of Price bids.

Award will be made to the responsive bidder who submits the responsive bid that is most favorable to the State.

BALANCE OF PAGE INTENTIONALL LEFT BLANK

ATTACHMENT A – CONTRACT

Microsoft Software & Services Large Account Reseller Contract

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 2012 by and between _____ and the STATE OF MARYLAND, acting through the DEPARTMENT OF INFORMATION TECHNOLOGY.

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” means Mike Balderson of the Department.
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Maryland Department of Information Technology.
- 1.4 “Financial Bid” means the Contractor’s Financial Bid dated _____.
- 1.5 “Procurement Officer” means Edward Bannat of the Department.
- 1.6 “IFB” means the Invitation for Bids for Microsoft Software & Services Large Account Reseller, Project 060B2490024, and any amendments thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Bid” means the Contractor’s Technical Bid, dated _____.

2. Scope of Work

- 2.1 The Contractor shall provide software, maintenance and other services as described in the IFB. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The IFB
- Exhibit B – The Technical Bid
- Exhibit C – The Financial Bid
- Exhibit D – State Contract Affidavit, executed by the Contractor and dated _____.

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any

change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Time for Performance

The term of the Contract resulting from this IFB shall be for a period with the term of the Microsoft Select Plus & Enterprise Agreements, i.e. on or about August 1, 2012 through July 31, 2015. The Contractor shall provide services as defined in the IFB upon receipt of a Notice to Proceed from the Procurement Officer.

4. Consideration and Payment

4.1 For Products Purchased By An Authorized User

The payment for Microsoft Select Plus software products provided by the Microsoft Authorized North American Government Large Account Reseller (LAR) to an Authorized User shall be at a _____ % discount off of the applicable Estimated Retail Price List established in the current Microsoft Agreements with the State of Maryland. Invoices should be submitted to the individual or office designated on the Authorized User's purchase order. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Payments for the software shall be made no later than thirty (30) days after acceptance of the software as described in the IFB. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

- 4.2 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

- 4.3 Contractor's eMaryland Marketplace vendor ID number is _____.

5. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such

disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

6. Rights to Records

The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

7. Liability

For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, including all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, the Contractor's liability shall be limited to the consideration paid for the Software.

8. Non-Hiring of Employees

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

9. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

10. Maryland Law

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

11. Nondiscrimination in Employment

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

12. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the 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 this Contract.

13. Non-availability of Funding

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

14. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

15. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such

termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

16. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

17. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

18. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract. The Contractor shall comply with all State and/or Federal requirements applicable to the grant funding source, including but not limited to those described in the IFB Section 3.3.

19. Financial Disclosure

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

20. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of

Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

21. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

22. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

23. Warranties

The Contractor hereby represents and warrants that:

- A. It has all right, title and interest to the Software. The State's use of the Software will not infringe on the intellectual property rights of any person or entity.
- B. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- C. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

D. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

E. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

25. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

26. Commercial Non-Discrimination

26.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply 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. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, Select Plusion, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

26.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DoIT, in all subcontracts.

26.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

27. Administrative

27.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

27.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Maryland Department of Information Technology
45 Calvert Street, 4th Floor
Annapolis, Maryland 21401
Attention: Michael E. Balderson

If to the Contractor: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

MARYLAND DEPARTMENT OF
INFORMATION TECHNOLOGY

By:

By: Elliot H. Schlanger, Secretary

Date

Date

Witness

Witness

Approved for form and legal sufficiency this ____ day _____, 2012.

Assistant Attorney General

APPROVED BY BPW: _____ (Date) _____ (BPW Item #)

ATTACHMENT B – 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, Microsoft Software & Services Large Account Reseller, 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, or on the basis of 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.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids 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; or
- (9) 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)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and 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. 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)



ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____ Address: _____

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

Name and Department ID Number: _____
Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

_____ (signature of Authorized Representative and Affiant)



ATTACHMENT D – PRICE BID FORM & INSTRUCTIONS

Instructions

Bidders are required to record the respective discount percentage (%) to be applied to the applicable Microsoft Estimated Retail Price (ERP) for both Select Plus and Enterprise products.

For evaluation purposes, the discount percentage (%) applied to the ERP for products provided to Authorized Users. The Bidder proposing the best discount percentage (%), rounded to four (4) decimals, will be selected for award.

All percentages must be expressed as decimals and be typed or written in ink with no more than four (4) decimal places, (e.g. Record “0.1857” for 18.57%).

For example:

Discount % to be applied to all purchases:

0.1995	19.95%
--------	--------

PRICE BID FORM

The authorized signature block must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the bid.

Discount % to be applied to all purchases:

	%
--	---

SUBMITTED BY: _____

AUTHORIZED SIGNATURE

TITLE

TYPED NAME OF AUTHORIZED SIGNATURE

FEDERAL EMPLOYER IDENTIFICATION #

NAME OF VENDOR (COMPANY)

ADDRESS

PHONE NO.

FAX NO.

DATE

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Project #060B2490024

A Pre-Bid Conference will be held at 10:00 AM, on July 10, 2012, 45 Calvert Street, Annapolis, MD, Room 443. Please return this form by July 8, 2012 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Edward Bannat at 410-260-7662

Return or fax this form to the Procurement Officer:

Edward Bannat, Procurement Officer
Department of Information Technology
Procurement Office
45 Calvert St, Room 445
Annapolis, Maryland 21401
Telephone #: 410-260-7662
Fax #: 410-974-5615
E-mail: Edward.Bannat@maryland.gov

Please indicate:

- Yes, the following _____ (Company Name) representatives will be in attendance:
- 1.
 - 2.
 - 3.
- No, we will not be in attendance.

Signature

Title

Contact Name

Contact Phone Number



**Addendum #2 to
Invitation for Bids (IFB)
Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024
July 13, 2012**

Ladies/Gentlemen:

This Addendum #2 is being issued to amend and clarify certain information contained in the above referenced IFB. All information contained herein is binding on all Offerors who respond to this IFB. Specific parts of the IFB have been amended and the IFB changes are detailed below. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~).

1. On the KEY INFORMATION SUMMARY SHEET, page 4, Change the Closing Date and Time from July 18 to July 24.
2. On the KEY INFORMATION SUMMARY SHEET, page iii, Change the Location/Time of Bid Opening from July 18 to July 24.
3. In Section 1.10, page 4: Change the due date from July 18 to July 24.

Section 1.10 now reads:

An unbound original and two bound copies of each bid (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 10:00 AM (local time) on July 18, 2012; in order to be considered. An electronic version (or CD or flash drive) of the Technical Bid in MS Word format must be enclosed with the original technical bid. An electronic version (CD or flash drive) of the Financial Bid in MS Word and signed PDF format must be enclosed with the original financial bid. Ensure that the CD/flash drives are labeled with the IFB title, IFB number and Bidder name and packaged with the original copy of the appropriate bid (technical or financial).

Requests for extension of this date or time will not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, bids received by the Procurement Officer after the due date July 18, 2012 at 10:00 AM (local time) will not be considered.

Bids may not be submitted by email or facsimile.

4. In Section 4.4.3, page 25: change the first line to read:

Technical Bids will be opened at 3:00pm on Wednesday July ~~18~~24, 2012 in Room 445 at 45 Calvert Street,

Date Issued: July 13, 2012

Ed Bannat
Procurement Officer



Addendum #3 to
Invitation for Bids (IFB)
Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024
July 16, 2012

Ladies/Gentlemen:

This Addendum #3 is being issued to amend and clarify certain information contained in the above referenced IFB. All information contained herein is binding on all Offerors who respond to this IFB. Specific parts of the IFB have been amended and the IFB changes are detailed below. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~).

1. Page iv, Add:

Section 1.29 Contract Extended to Include Other Non-State of Maryland Governments or Agencies

after Section 1.28 in the Table of Contents

2. Page 12, Add the following:

1.29 Contract Extended to Include Other Non-State of Maryland Governments or Agencies

For the purposes of an information technology or telecommunications procurements, pursuant to §3A-401(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-State of Maryland governments or agencies may purchase from the Contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments or agencies:

1. Shall constitute Contracts between the Contractor and that government or agency;
2. Shall not constitute purchases by the State or State agencies under this contract;
3. Shall not be binding or enforceable against the State, and
4. May be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency. The State has the sole and exclusive authority to negotiate changes to the terms and conditions of the Select and Enterprise Agreements with Microsoft.

3. Section 3.4.7. Delete the following from Section 3.4.7:

The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation accepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. ~~All insurance policies shall be endorsed to include a clause that requires that the insurance carrier~~ The Contractor shall provide the Procurement Officer, by certified mail, not less than 60 days reasonable advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a of such notice of non-renewal, the Contractor shall provide the State with an insurance policy certificates of insurance evidencing the requisite coverage, from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

4. Attachment A - Contract – Section 23 Warranties: Remove the sub-paragraph A and replace it with the new sub-paragraph A as described below:

~~A. It has all right, title and interest to the Software. The State's use of the Software will not infringe on the intellectual property rights of any person or entity.~~

A. It is a LAR certified by Microsoft to sell Microsoft Select and Enterprise products and licenses in Maryland under the respective Select and Enterprise programs and as such, has full authority to pass through or otherwise transfer and assign the Microsoft licenses to the Microsoft software products obtained through Contractor hereunder, subject to the terms of the Select and Enterprise Agreements, and that is has made such contractual agreements with Microsoft that are required for Contractor to fully discharge each and every obligation of Contractor under the IFB and this Contract. It has all right, title and interest to the Select and Enterprise software licenses. Nothing for which the Contractor is responsible under this Contract will cause the State's use of the Select and Enterprise software to infringe on the intellectual property rights of any person or entity.

5. Attachment A - Contract – Section 23 Warranties: Add sub-paragraph F as follows:

F. It will at no time during the term of this Contract do anything that will place the State in actual or prospective breach of its obligations to Microsoft under the Select or Enterprise Agreements.

Date Issued: July 16, 2012

Ed Bannat
Procurement Officer



**Addendum #4 to
Invitation for Bids (IFB)
Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024
July 19, 2012**

Ladies/Gentlemen:

This Addendum #4 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended and the RFP changes are detailed below. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~).

1. Attachment A - Contract – Section 23 Warranties: Change the sub-paragraph A as described below:

It is a LAR certified by Microsoft to sell Microsoft Select and Enterprise products and licenses in Maryland under the respective Select and Enterprise programs and as such, has full authority to resell or otherwise pass through, ~~or otherwise~~ transfer ~~and~~ or assign the Microsoft licenses to the Microsoft software products obtained through Contractor hereunder, subject to the terms of the Select and Enterprise Agreements, and that it is has made such contractual agreements with Microsoft that are required for Contractor to fully discharge each and every obligation of Contractor under the IFB and this Contract. ~~It has all right, title and interest to the Select and Enterprise software licenses.~~ Nothing for which the Contractor is responsible under this Contract will cause the State's use of the Select and Enterprise software to infringe on the intellectual property rights of any person or entity.

Date Issued: July 19, 2012

Ed Bannat
Procurement Officer

**Q&A's #1 to
Invitation for Bids (IFB)
Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024
July 16, 2012**

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced IFB. The statements and interpretations contained in the following responses to a question by potential Offerors are not binding on the State, unless an addendum expressly amends the IFB.

1. We believe it is in the best interest of the State, and the entities that are currently enrolled in the Enterprise Agreement to allow respondent's to offer a separate discount for the existing EA Enrollments. Would the state consider adding an additional option for respondents to offer a separate discount from list for the existing EA enrollments?
Answer: No, the State does not want a separate discount from list for existing EA enrollments.
2. Will the State consider amending Attachment D – Price Bid Form to allow for a separate discount from list for the Microsoft Select Agreement and the Enterprise Agreement?
Answer: No, the State will not amend Attachment D – Price Bid Form to allow for a separate discount from list for the Microsoft Select Agreement and the Enterprise Agreement.
3. IFB Section 2.3.1.3 Product Returns: We believe that the standard return policy offered for software largely meets the stated requirements, however it is not exactly the same as stated in this clause. Since vendors can only extend return policies in place (which in this case are aligned with software publisher's return policies for the vendor), will MD DoIT accept such a standard return policy?
Answer: The State cannot answer your questions as stated. Please clarify which items within your return policies differ from the requirements in Section 2.3.1.3.
4. Section 3.4 Financial Capabilities and Insurance: We understand that no exceptions may be taken to any terms in the contract, but with respect to Section 3.4 Financial Capabilities and Insurance, we would request that the procedures described in 3.4.7 be modified in an Amendment to the IFB to bring the provisions in line with insurance industry practices. [Company name] complies with the insurance requirements, but would not want to be considered in breach of contract because the text of 3.4.7 does not comply with standard insurance industry practices. For example, notice would be provided prior to renewal, but a policy would not necessarily be endorsed to include a notice requirement to a particular customer. Also, the Contractor would provide the State with evidence of insurance prior to expiration, rather than providing the State with an insurance policy. Will the State consider modifying the text of Section 3.4.7?
Answer: The State is changing Section 3.4.7. See Addendum #3.
5. Attachment A – Contract - Section 23. Warranties
This clause states: "The Contractor hereby represents and warrants that:
A. It has all right, title and interest to the Software. The State's use of the Software will not infringe on the intellectual property rights of any person or entity."

The State understands that this is an IFB for the resale of Microsoft Software. Accordingly, as a reseller, a Contractor does not have right, title and interest to the Software, but rather would have the right to resell Microsoft Software. Also, any warranties, including those regarding intellectual property infringement would flow directly from Microsoft. We request that the IFB be amended to reflect the fact that this is intended to result in a reseller agreement.

Answer: The State is changing Section 23 of Attachment A - Contract. See Addendum #3.

**Q&A's #2 to
Invitation for Bids (IFB)
Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024
July 19, 2012**

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced IFB. The statements and interpretations contained in the following responses to a question by potential Offerors are not binding on the State, unless an addendum expressly amends the IFB.

1. Would it be acceptable to Amend this new change provided in Addendum #3 for Contract – Section 23 Warranties as follows? We never obtain the right or title to the licenses and as Stated in Q&A #1, we only have the right to resell the software.

A. It is a LAR certified by Microsoft to sell Microsoft Select and Enterprise products and licenses in Maryland under the respective Select and Enterprise programs and as such, has full authority to pass through or otherwise transfer and assign resell the Microsoft licenses to the Microsoft software products obtained through Contractor hereunder, subject to the terms of the Select and Enterprise Agreements, and that is has made such contractual agreements with Microsoft that are required for Contractor to fully discharge each and every obligation of Contractor under the IFB and this Contract. It has all right, title and interest to the Select and Enterprise software licenses. Nothing for which the Contractor is responsible under this Contract will cause the State's use of the Select and Enterprise software to infringe on the intellectual property rights of any person or entity.

Answer: Please see Addendum #4.



**Addendum #1 to
Invitation for Bids (IFB)
Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024
June 28, 2012**

Ladies/Gentlemen:

This Addendum #1 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended and the RFP changes are detailed below. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~).

1. In Section 1.9, page 8: Change the due date from June 18 to July 18.

Section 1.9 now reads:

An unbound original and two bound copies of each bid (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 10:00 AM (local time) on ~~June~~ **July** 18, 2012; in order to be considered. An electronic version (or CD or flash drive) of the Technical Bid in MS Word format must be enclosed with the original technical bid. An electronic version (CD or flash drive) of the Financial Bid in MS Word and signed PDF format must be enclosed with the original financial bid. Ensure that the CD/flash drives are labeled with the IFB title, IFB number and Bidder name and packaged with the original copy of the appropriate bid (technical or financial).

Requests for extension of this date or time will not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, bids received by the Procurement Officer after the due date ~~June~~ **July** 18, 2012 at 10:00 AM (local time) will not be considered.

Date Issued: June 28, 2012

Ed Bannat
Procurement Officer

July 15, 2012

Summary
Microsoft Software & Services Large Account Reseller
IFB #060B2490024
Pre-Bid Conference
45 Calvert Street, Room 163
Annapolis, MD 21401
July 10, 2012 – 10:00 AM

The pre-bid conference began at approximately 10:00 AM. The pre-bid agenda was distributed to attendees and all attendees were asked to sign-in, if they hadn't already.

I. Welcome and Introduction – Ed Bannat, Procurement Officer, Department of Information Technology (DoIT).

Mr. Bannat introduced the other State employee in attendance: Mr. Mike Balderson, Contract Manager, Department of Information Technology (DoIT).

II. General Procurement Information – Mr. Bannat then said that the purpose of today's conference is to give everyone guidance on the special requirements of State procurements and provide an overview of our IFB. He emphasized that today's session is merely guidance and attendees shouldn't rely on verbal communications for information on the IFB. Substantive questions and comments must be submitted in writing to the Procurement Officer for a formal response. He then gave an overview of the IFB. Several of the more important items he highlighted were:

- a. **Bid Due/Closing Date** – The closing date for submission of bids is **Wednesday, July 18, 2012, 10:00 AM Local Time**. **IMPORTANT: If a bid is late, even by a minute, it will not be accepted!!! There are no exceptions to this rule, so give yourself plenty of time when you deliver your bid.**
Please note: Addendum #2 has changed the due date to Tuesday, July 24, 2012 at 10:00AM.
- b. Also, Mr. Bannat emphasized that this procurement is an IFB so there can be no exceptions in the bidder's bid to the requirements of the IFB or the State's Contract – Attachment A. If a potential bidder has any concerns with the requirements of the IFB or the State's Contract, they must be resolved before the Bid Due Date. With IFBs, the State does not permit negotiations with any bidder after the Bid Due date.
- c. **Communications/Questions** – All communications must be sent through the Procurement Officer and him only. The State is very strict on this. Questions will come up throughout this procurement. These questions should be sent by email to the Procurement Officer. He will send them in sets to the program

team to get a formal response. Once these answers are completed, the Procurement Officer will send them out to everyone on his distribution list, post them on the DoIT website and post them on the eMarylandMarketplace website.

- d. Revisions to the IFB – Mr. Bannat stated that addenda/amendments to the IFB will be issued throughout this procurement. As with any correspondence he issues, the Procurement Officer will send them out to everyone on his distribution list, post them on the DoIT website and post them on the eMarylandMarketplace website. Offerors must acknowledge receipt of all addenda/ amendments to the RFP in the transmittal letter of the technical bid.

III. **Scope of Work** – Mr. Balderson, then gave a quick overview of the Scope of Work required in the IFB. Several of the more important items he highlighted were:

- a. The purpose of this solicitation is to competitively procure a Contractor to serve as the Microsoft Authorized North American Government Large Account Reseller (LAR) for Select Plus & Enterprise agreements.
- b. The new LAR for Select Plus & Enterprise will be required to provide all Microsoft Software & Services Large Account Reseller products at a firm fixed percentage discount off of the Microsoft Estimated Retail Price List (ERP) to Authorized Users.

IV. **Price Sheets** – Mr. Balderson and Mr. Bannat then discussed the Price Sheets.

The Price Bid Form, Attachment D, requires bidders to submit a discount percentage (%) to be applied to the applicable Microsoft Estimated Retail Price (ERP) for both Select Plus and Enterprise products.

For evaluation purposes, the discount percentage (%) applied to the ERP for products provided to Authorized Users. The Bidder proposing the best discount percentage (%), rounded to four (4) decimals, will be selected for award.

V. **Question and Answers** – Several questions were asked and answered during the conference, but Mr. Bannat again cautioned that only written answers should be relied upon. If you need clarification, be sure to send in a written question.

VI. **Conclusion** – Mr. Bannat concluded the conference by thanking everyone for coming. Mr. Bannat again stressed the importance of (1) timely submission of bids and (2) in an IFB so there can be no exceptions to the requirements of the IFB or the State's Contract

The pre-bid conference adjourned at approximately 12 noon.

Edward Bannat
Procurement Officer