



STATE OF MARYLAND

OFFICE OF THE ATTORNEY GENERAL (OAG)

REQUEST FOR PROPOSALS (RFP)

ONLINE LEGAL RESEARCH AND RELATED TOOLS

RFP NUMBER OAG.LR.090825

ISSUE DATE: SEPTEMBER 8, 2025

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL (OAG)(
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - ONLINE LEGAL RESEARCH AND RELATED TOOLS
Solicitation Number:	OAG.LR.090825
RFP Issue Date:	September 8, 2025
RFP Issuing Office:	OFFICE OF THE ATTORNEY GENERAL ("OAG" or the "Agency")
Procurement Officer:	Bev Pivec
Email:	bpivec@oag.state.md.us
Phone Number:	410-576-6442
Proposals are to be sent to:	bpivec@oag.state.md.us and pberns@oag.state.md.us
No Bid/Proposal Notice Feedback Form	*If you are not submitting a proposal for this solicitation, submit Attachment 1 with your reasons why.
Pre-Proposal Conference:	Not Applicable
Scheduled Site Visit	N/A
Questions Due Date and Time:	September 22, 2025, 5:00 pm Eastern Time
Proposal Due (Closing) Date and Time:	October 6, 2025, 5:00 pm Eastern Time Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).

MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of __00__ percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. The overall MBE or DBE subcontract participation goal includes the following subgoals, which have been established for this procurement: __0__% for African-American MBEs; __0__% for Asian-American MBEs; __0__% for Hispanic-American MBEs; and __0__% for Woman-Owned MBEs. N/A
VSBE Subcontracting Goal:	This solicitation includes a VSBE participation Goal of __0__% N/A
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.
Multiple or Alternate Bids:	Multiple or alternate Proposals will be accepted.
Contract Type:	Firm Fixed Price with Cost Adjustment and/or Indefinite Quantity with Fixed Unit Prices
Contract Duration:	Five (5) year base period with two (2) two-year option periods.
Primary Place of Performance:	200 St. Paul Place, Baltimore, MD 21202
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

There are no minimum qualifications for this RFP.

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2 Contractor Requirements: Scope of Work

2.1 Introduction and Summary

The State of Maryland seeks to procure comprehensive online legal research software services and related tools for use by the Office of the Attorney General (“OAG”), Office of the Public Defender (“OPD”), and the Office of Administrative Hearings (“OAH”). Other State agencies or instrumentalities will also be eligible to access services under the resulting contract(s). The services will be used by attorneys and professional staff of OAG, OPD, and OAH. For OAG, the services may also be used to a limited extent by attorneys and professional staff of OAG clients.

The State’s legal professionals handle a diverse portfolio of work which includes administrative proceedings, civil matters in state and federal trial and appellate courts, criminal matters in state trial and appellate courts, transactions, and advice and counsel. The work touches on a wide array of substantive legal areas.

The State is seeking a comprehensive, flexible solution that will provide access to the most up-to-date legal research content and the tools to serve our clients efficiently and cost-effectively. Given the wide variation among our staff in the use of these systems, the State is exploring alternative approaches to meeting our needs.

We invite Contractors to propose, under Option 1, a single, exclusive, solution that provides the requisite research resources and related tools and would be available to all State users at a fixed price. This may include additional, optional, separately priced components needed by a subset of users.

Under Option 2, we will entertain the possibility of creating a pool of approved Contractors, offering a menu of legal research and related tools, each at a fixed price, with State users free to select the services they need at the agency or individual user level.

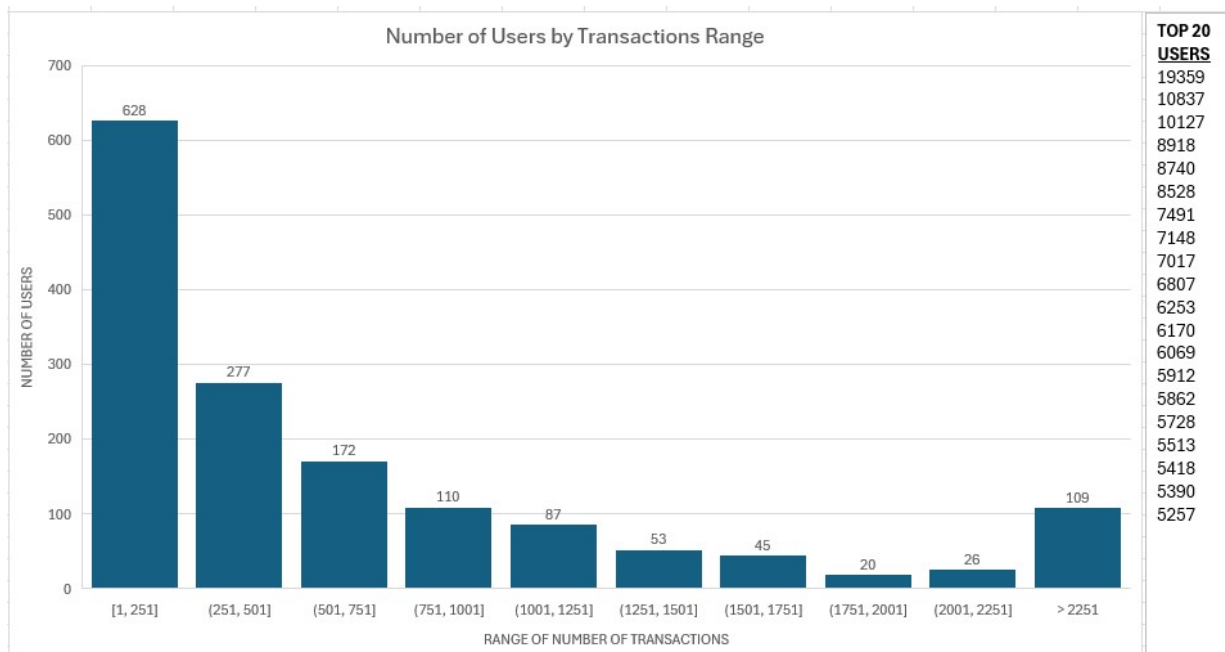
Offerors may submit a proposal under Option 1, Option 2, or both.

2.2 Current Environment

The incumbent contractor is Thomson Reuters. Current products available include Westlaw Classic (Westlaw for Government content), Drafting Assistant, Westlaw km Litigation, and PeopleMap Premier & Company Investigator. The following chart summarizes overall usage during calendar year 2024.

WESTLAW CLASSIC, CALENDAR YEAR 2024			
Agency	Users	Transactions	Average per User
OPD	642	379,382	591
OAH	59	42,321	717
OAG	834	703,759	844
Total	1535	1,125,462	733

WL4G Plan	Total Transactions
Analytical Plus	73293
Core	1005020
Litigation	26437
PeopleMap Premier + Comp Investigator	14590
West Reporter Images	1078
Drafting Assistant	768
Litigation Reports	68
Practical Law (US News Sources only)	1507
Dockets All In	2568
Non WL4G	120
Tax Treatises	13
Total:	1125462



2.2.1 Current User - Office of the Attorney General

The OAG provides legal services to every agency or instrumentality of Maryland government, including the State colleges and universities. It has about 1,050 staff, of which 750 are attorneys, divided among 70 OAG units. The OAG Central Office includes about 350 attorneys, in 15 units or divisions, including the Executive Division, Civil Division, Courts and Judicial Affairs, Criminal Divisions, Criminal Appeals Division, Opinions and Advice, and enforcement divisions, such as Consumer Protection, Antitrust, Civil Rights, and Securities. Attorneys in the Central Office are predominantly involved in investigations and enforcement proceedings, administrative, trial and appellate litigation, providing advice and counsel, and operating various business registration, complaint mediation, and educational programs. The balance of attorneys and staff are located in 50+ field offices with the State departments or other agencies they represent, such as the Maryland Department of Transportation, the Maryland Department of Health, the Maryland Department of the Environment, and many more. Field units range in size from 1-2 attorneys and staff at the smallest OAG units to 50+ attorneys and staff at the largest units. Across the OAG, attorneys and staff are involved in providing day-to-day advice and counsel on employment, procurement and contracting, financing and transactional matters, public information law, and a wide array of matters specific to the work of their clients. They also support their clients in transactional matters, and defend their clients in litigation.

2.2.2 Current User - Office of Public Defender

The Office of the Public Defender (OPD) provides legal representation to indigent individuals in various areas including criminal defense, parental defense, juvenile defense, and involuntary civil commitment. It has about 1,000 employees, of whom around 630 are attorneys and 20 are paralegals. Most of OPD's staff work in one of OPD's 12 county-level districts or five statewide divisions: District One (Baltimore City); District Two (Dorchester, Somerset, Wicomico, and Worcester Counties); District Three (Caroline, Cecil, Kent, Queen Anne's, Talbot and Counties); District Four (Charles, Calvert, and St. Mary's Counties); District Five (Prince George's County); District Six (Montgomery County); District Seven (Anne Arundel County); District Eight (Baltimore County); District Nine (Harford County); District Ten (Howard and Carroll Counties); District Eleven (Frederick and Washington Counties); and District Twelve (Allegany and Garrett Counties); Post Conviction Defenders Division; Mental Health Division; Juvenile Protection Division; Parental Defense Division; and Appellate Division. Additional staff work in or for OPD's Administration, Government Relations Division, Forensics Division, Training Division, Innocence Project, Major Crimes and Complex Litigation Division, Social Work Division, and Decarceration Initiative. Attorneys represent clients before Maryland's state trial and appellate courts as well as at administrative hearings.

2.2.3 Current User – Office of Administrative Hearings

The Office of Administrative Hearings (OAH) is an independent unit within the executive branch of State government created to centralize and improve Maryland's administrative hearing process at a reduced cost to its citizens. The OAH conducts fair and timely hearings in contested cases for more the 30 State agencies for over 200 different programs with over 500 hearing types. Hearings are conducted both remotely and in-person in our Hunt Valley, MD Headquarters. We also have a hearing location in Salisbury, MD.

Approximately sixty Administrative Law Judges (ALJs), four staff attorneys, one paralegal and one Librarian actively use legal research services. This past year (FY24), ALJs issued 4,477 written decisions.

ALJs and legal staff also conducted 926 mediations and settlement conferences. The OAH conducts in-depth ALJ training sessions monthly and issues internal weekly newsletters to ensure awareness of legal topics of interest and new and emerging legal resources.

2.3 Purpose and Procurement Approach

As noted above, the State is seeking a comprehensive, flexible, efficient and cost-effective solution to our legal research and related needs, which takes into account the wide variation of staff usage of these systems. We invite Contractors to submit proposals under one or more of the following options.

Option 1 – Under this option, the State will award a contract to a single offeror that provides the requisite research resources and related tools. Offerors may submit proposals under Option 1A, 1B, or both.

Under Option 1A, the offeror shall provide an all-inclusive package that will make available to all State users the identical products and services at a fixed price per user.

Under Option 1B, the offeror may provide tiered offerings, packaging different components of the offeror's products and services for subsets of the universe of potential users. For example, the offeror could define tiers based on intensity of use (e.g. Power User, Average User, Limited User), the nature of the user's practice (e.g. advice/transactional, civil litigation, criminal litigation), specialized practice area(s), or other methodologies. The pricing under this option would be variable based on tier. The State will consider multiple, alternatives under this Option, so offerors are encouraged to be creative.

Separately Priced Components – In addition to these products/services offered under Option 1A or 1B, offerors shall make available as a separate component:

Investigation-related Services – offer shall provide a separate selection of products/services designed for use by paraprofessional staff to research people and companies, including but not limited to public records, access. business, or other research databases.

Other Add-on Services – offerors shall also include a menu of optional services that would be available, as needed, but are not included under Option 1A or Option 1B. The Contractor must provide a means for informing the user that additional charges will be applied for each access to such services, and a means for identifying for the user, prior to use, the additional charges that will apply.

Option 2 – under this option the State will contract with multiple offerors to create a pool of approved Contractors, offering a menu of legal research and related tools, and associated pricing. The resulting Master Services Agreements will allow State users to select preferred research platforms and tools based on specific practice needs, with potential for attorneys to access multiple platforms for different purposes. A Contract award of a Master Services Agreement does not ensure a Contractor will receive all or any State business under the Contract.

The State is considering awarding (a) one contract under Option 1, (b) multiple contracts under Option 2, or (c) one contract under Option 1 and multiple contracts under Option 2. Offerors are encouraged to submit proposals offering services under both Option 1 and Option 2.

2.4 Contract Term

The initial contract term will be for five (5) years, with options to renew for two additional two-year periods, subject to satisfactory performance, continued funding availability, and mutual agreement.

2.5 Content

Proposals under Option 1 should include a chart confirming for each item if the following content is available in whole, in part (with description), or not at all. Proposals under Option 2 may include offerings for all or subsets of this content and should identify the content being offered. Offerors are invited to describe additional categories of content that you believe are relevant to our practice.

2.5.1 Federal Resources

- U.S. Constitution, including amendments and historical annotations
- Federal judicial and administrative decisions, including Comptroller General decisions, and Federal Boards of Contract Appeals, with slip opinions and advance sheets for timely access to new decisions
- Docket records for federal courts
- Federal statutes and regulations, including historical versions of the U.S. Code and Code of Federal Regulations, Statutes at Large, and session laws
- Federal legislation and legislative history and bill tracking
- Federal Rules of Civil Procedure, Criminal Procedure, Evidence, and Appellate Procedure

2.5.2 State and Local Resources

- State constitutions, with annotations where available
- Judicial decisions of all states, with slip opinions and advance sheets for timely access to new decisions
- Docket records for state courts
- State administrative decisions (including Maryland administrative decisions)
- Statutes and regulations of all states (including the Code of Maryland Regulations)
- Current and historical full-text annotated coverage of state, and territorial statutes and court rules, including session laws and superseded statutes and rules
- State Attorney General Opinions

2.5.3 Specialized Maryland Content

- Maryland Attorney General Opinions
- Maryland State Bar Association Treatises & Coursebooks including, but not limited to, civil and criminal pattern jury instructions, Maryland Employment Law Deskbook, and Pleading Causes of Action in Maryland. [See, [MSBA.org/Publications/Treatises & Coursebooks](http://MSBA.org/Publications/Treatises%20&%20Coursebooks)]
- Maryland legislative history and bill tracking
- ALL Maryland Criminal Appellate Briefs
- Maryland habeas-corpus briefs filed in both the U.S. District Court for the District of Maryland and the U.S. Court of Appeals for the Fourth Circuit
- Maryland Law Encyclopedia or equivalent
- Principles and Practice of Maryland Administrative Law or equivalent

2.5.4 Briefs and Pleadings

- Appellate briefs from state, federal, and territorial courts in the United States
- Trial briefs and pleadings for all state, federal, and territorial courts

- Ability to link to briefing from judicial opinion

2.5.5 Secondary Sources

- Law reviews and legal and business journals and periodicals
- Legal indices and treatises, including comprehensive treatises comparable to Corpus Juris Secundum and America Law Reports
- Restatements of the Law
- Practice guides, including summaries of topical areas of law, model forms, and sample pleadings
- A legal dictionary with Latin and English phrases
- An unabridged English dictionary

2.5.6 News and Legal updates

- News coverage of federal and state legal developments
- News coverage of Maryland legal developments and government sector

2.5.7 Citation and Research Tools

- Citators comparable to Shepard's Citations and KeyCite to check the subsequent history and treatment of cases and statutes, with identification of negative treatment, reversals, or overrulings
- Citation services (including pinpoint citations, and ability to filter citing references by depth of treatment and positive/negative treatment)
- Notations to specifically numbered topical headnotes organized by subject matter
- Topical headnotes for each relevant legal proposition in all state and federal cases
- Ability to compare historical versions of statutes and view changes over time
- Reporter publication status of all state and federal cases

2.5.8 Public Records Access

- Public records access (including Social Security Number search)

2.5.9 Specialized Content for Practice Areas

Including but not limited to treatises, practice guides, or specialized collections on:

- Administrative Law
- Antitrust and Business Regulations
- Bankruptcy Law
- Commercial Law
- Communication Law
- Constitutional Law
- Criminal Law and Procedure
- Energy Law
- Environmental Law
- Ethics Law
- Evidence Law (State and Federal)
- Family Law
- Federal Habeas Corpus
- Insurance Law
- Intellectual Property Law
- Labor and Employment Law

- Public Contracts Law
- Real Property Law
- Securities Law
- Tax Law
- Technology Law

2.5.10 Updates and Alerts

- Regular content updates, including daily or real-time updates to reflect new case law, statutes, regulations, and other materials
- Customizable alerts for new cases, legislative changes, or updates to tracked authorities which impact their validity

2.6 Functionality

Proposals should describe the function and capabilities of the proposed products/services, including but not limited to the following areas. Offerors are invited to describe additional capabilities relevant to our practice which are not included in the following listing.

2.6.1 Search Capabilities

- User-friendly visual interface with visual mapping of search results
- Natural language prompt search capability
- Terms and connector search capability
- Find by citation capability
- Search capability by court, judge, jurisdiction, date, and names of attorneys involved in cases or briefs
- Ability to filter search results by jurisdiction, court, topical area, reported status, date, and relevancy

2.6.2 AI-Powered Legal Research and Related Tools

- AI-assisted legal research with intelligent case finding and analysis
- Advanced litigation support tools with AI-powered document review
- Automated document review and analysis
- Intelligent legal drafting assistance for briefs, memos, and opinions
- AI-powered brief and motion drafting templates
- Automated cite-checking and legal citation formatting
- Transactional and contract drafting resources with AI assistance
- AI-enhanced form libraries specific to government practice
- Automated legal writing and editing assistance

2.6.3 Access, Mobility and Tools

- Access from mobile devices (including applications for smartphones, tablets, etc.)
- Ability to download PDF version of judicial opinion as it appears in the reporter
- Compatible with Windows 11 Professional 64 Bit
- Compatible with Google Chrome, Microsoft Edge, and Mozilla Firefox (latest versions)
- Compatible with Microsoft Office 2024 and Microsoft Office 365
- Research management tools, such as bookmarking and folder organization for saving research
- Note-taking capability within platform
- Citation management tools compatible with standard citation formats (e.g. Bluebook)

- Customizable dashboard or user interface specific to practice areas or user preferences

2.6.4 State-defined Content Libraries

- Ability to create document libraries (e.g. briefs, legal memos, administrative agency decisions, etc.) that are searchable using all system functionality, including AI-assisted capabilities.
- Content upload for document libraries allows for standard file formats (e.g. PDF, Word, .txt, .xlsx) as well as for OCR conversion from physical documents

2.6.5 Printing, Downloading and Emailing

- The Contractor shall provide unlimited printing, downloading, and emailing of documents at no additional charge.

2.7 User Support and Management

2.7.1 Training and Support

- Comprehensive initial training program for new users during the first month of the contract.
- Role-based training for different experience levels
- Ongoing online webinars training, at least monthly, and archived trainings, including role-based training for different experience levels and user needs.
- Technical support by telephone and online during extended business hours (7 AM - 7 PM)
- The costs of training and support are included in the quoted prices.

2.7.2 User Management and Account Structure

- Each agency (OAG, OPD, OAH, other State entities) must have a separate account for its own user management
- The State will have at least one representative from OAG, OPD, OAH and other State entities, as applicable, who will be responsible for managing user accounts for their staff
- Alternatively, the Contractor shall provide a mechanism for maintaining user ID, adding and deleting users within one business day of receipt of request
- Automatic suspension of individual user accounts after 90 days of inactivity, full deletion after 180 days of inactivity

2.7.3 Reporting and Analytics Requirements

- The OAG Contract Manager must have access to all accounts and billing usage information to run reports
- The Contractor shall provide online access needed to produce usage reports, by user, and by organization, including summary statistics, monthly, quarterly, and annually. Alternatively, the Contractor shall prepare and provide such reports. Offerors should include in their proposals a description of reporting capability, and samples of standard reporting templates.

2.8 Supplemental Category of Work Requirements and Responsibilities

See the attached INFORMATION TECHNOLOGY (IT) SUPPLEMENTAL associated with this solicitation.

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

3.3 Invoicing

3.3.1 Invoicing Options

- Offerors should include in their proposals a description and samples of the standard, monthly invoices that would be provided for the services rendered.
- Offerors should include in their proposal a descriptions of whether sub-billing to units or divisions of the OAG (e.g. by OAG client) is possible and, if so, whether any additional cost would be involved if this service is required.

3.3.2 Invoicing Procedures

Contractor shall send the original of each invoice to the Contract Monitor at Office of the Attorney General, 200 St. Paul Place, Baltimore, MD 21202

Submission of a proper invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09.01) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, or social security number, as applicable;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Online research or related services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.3 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by the 15th of the month following the month in which services were performed.

3.3.4 Invoices Not Ripe for Payment - For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this RFP.

3.4.2 Liquidated Damages other than MBE

This section is inapplicable to this RFP.

3.5 Problem Escalation Procedure

This section is inapplicable to this RFP.

3.6 Work Orders

This section is inapplicable to this RFP.

3.7 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.8 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 31** "Prompt Pay Requirements" (see **Attachment 3 - Sample Contract**). Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.9 Federal Funding Acknowledgement

This Contract does not contain federal funds.

3.10 Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Proposal.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

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

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

A Non-Disclosure Agreement (Bidder/Offeror) is not required for this procurement.

3.11.2 Non-Disclosure Agreement (Contractor)

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

3.12 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.13 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.14 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.14.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Cyber Security / Data Breach Insurance – Five million dollars (\$5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.

3.14.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.**3.14.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.14.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.14.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.14.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.15 Non-Compete Clause Prohibition

The State of Maryland seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.4 Experience and Personnel** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

4 Proposal Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.2 Electronic Means

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

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

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

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.3 Pre-Proposal Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the **Key Information Summary Sheet**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

- 4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

For Proposals accepted via email, the time stamp to indicate receipt of the Proposal by the State, is the posted date and time in the Procurement Officer's email inbox.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Proposals.

Potential Offerors not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

4.7 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2. Section B** "Claim of Confidentiality"). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.8 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.9 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the

date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.10 Revisions to the RFP

- 4.10.1** All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.10.2** Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.10.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.10.4** Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.10.5** Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.11 Cancellations

- 4.11.1** This RFP may be cancelled as provided in COMAR 21.06.02.02.
- 4.11.2** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.11.3** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.11.4** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.12 Incurred Expenses

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

4.13 Protest/Disputes

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

4.14 Offeror Responsibilities

- 4.14.1** An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor

participation in the work. Offerors must be able to provide all goods and services and meet all of the requirements requested.

- 4.14.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal.
- 4.14.3** If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.14.4** A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.15 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment 3 – Sample Contract**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The State reserves the right to accept or reject any exceptions.**

4.16 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror 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 shall not become so in arrears during the term of the Contract if selected for Contract award.

4.17 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.18 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

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

5 Proposal Submission Information and Instructions

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- A. Volume I –Technical Proposal
 - i. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
- B. Volume II – Financial Proposal
 - i. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals shall be submitted by email. Proposals delivered by courier, postal service, or facsimile, shall not be considered.
- 5.2.2 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.
- 5.2.3 Offerors shall submit Proposals by electronic means as described below.
 - A. Electronic means includes email to the Procurement Officer address listed on the **Key Information Summary Sheet**.
- 5.2.4 Email submissions
 - A. Proposals submitted via email must not exceed 8 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2).
 - B. The email submission subject line shall state the RFP and the Solicitation Number found in the **Key Information Summary Sheet** and either “Technical Proposal” or “Financial Proposal.”
- 5.2.5 Two Part Submission:
 - A. Technical Proposal consisting of:
 - 1) Technical Proposal in searchable Adobe PDF format, and
 - 2) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:
 - 1) Financial Proposal in searchable Adobe PDF format,
 - 2) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . ."; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

5.3.2 Attachments, Documents, and Information Required with the Technical Proposal . The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separately labeled as detailed below:

Proposal may be rejected if the required content is not submitted or is inaccurate or incomplete.

Proposal Section	Description
Section A	<p>Title Page and Table of Contents</p> <p>The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.</p>
Section B	<p>Claim of Confidentiality (If Applicable)</p> <p>Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - "Not applicable".</p>
Section C	<p>Bidder/Offeror Information Sheet</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf</p>

Proposal Section	Description
Section D	<p>Executive Summary & Acknowledgement of all addenda to this RFP.</p> <p>The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.</p> <p>In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 “Offeror Responsibilities”).</p> <p>The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment 3), or any other exhibits, appendices, supplementals, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.</p>
Section E	<p>Minimum Qualifications</p> <p>NOT APPLICABLE</p>
Section F	<p>Offeror Technical Response to RFP Requirements and Proposed Work Plan</p> <p>The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 2 in order and shall contain a cross reference to the requirement.</p> <p>Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.</p> <p>Other information as requested for Section F in the attachments.</p> <p>Offeror Qualifications and Capabilities</p>

Proposal Section	Description
	<p>The Offeror shall include information on past experience with similar projects and services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:</p> <ul style="list-style-type: none"> • The number of years the Offeror has provided the similar goods and services; • The number of clients/customers and geographic locations that the Offeror currently serves; • The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; • The Offeror's process for resolving billing errors; and <p>An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.</p>
Section H	<p style="text-align: center;">References</p> <p>Include names and contact information for up to five (5) references. Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past five years.</p>
Section I	<p style="text-align: center;">List of Current or Prior State Contracts</p>
Section J	<p>Financial Capability. The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity.</p> <p>If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).</p> <p>In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:</p> <ul style="list-style-type: none"> • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit; • Evidence of a successful financial track record; and <p style="text-align: center;">Evidence of adequate working capital.</p>
Section K	<p style="text-align: center;">Certificate of Insurance</p> <ul style="list-style-type: none"> • The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of

Proposal Section	Description
	the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14 , but would be the required insurance certificate submission for the apparent awardee.)
Section L	<p style="text-align: center;"><u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u></p> <p>The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.</p>
Section M	<p style="text-align: center;">Legal Action Summary</p> <p>This summary shall include:</p> <ul style="list-style-type: none"> • A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; • A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years; • A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and <p>In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.</p>
Section N	<p style="text-align: center;">Economic Benefit Factors</p> <p>NOT APPLICABLE</p>
Section O	<p style="text-align: center;">Bid/Proposal Affidavit</p> <p>A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit.</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</p>

Proposal Section	Description
Section Q	<p>Conflict of Interest Affidavit and Disclosure</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf</p> <p><i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i></p>
	<p>Location of the Performance of Services Disclosure</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf</p>
	<p>Payment of Employee Healthcare Expenses Certification</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf</p>
	<p>Corporate Diversity Addendum</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf</p> <p>This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be <u>\$1,000,000 or more</u>.</p> <p><i>Note: This document is for data collection only.</i></p>

5.3.3 Demonstration Licenses

The Offeror will provide OAG with log-in IDs and passwords for, or otherwise provide access to, the services offered for use by members of the Evaluation Committee during the Evaluation and Selection Process described in section 6, below.

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5.4 Volume II – Financial Proposal

Please submit a Price Proposal for all Options for which you would like to be considered. You may use the Price Proposal Form (Attachment 2) or a format you devise that is specific to the pricing of your products and services which contains equivalent information. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The OAG reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

- a. Content (see RFP § 2.5) and Functionality (see RFP § 2.6) satisfy the office-wide needs of OAG, OPD, and OAH.
- b. Quality of user interface, effectiveness and ease of use of research tools, including AI-assisted services.
- c. Offerors systems security and alignment with State IT policies (see RFP § 2.8 Supplemental)
- d. Training and Support (see RFP § 2.7.1), User Management and Reporting (see RFP §§ 2.7.2 & 2.7.3).

6.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.I)

6.2.3 Economic Benefit to State of Maryland (See RFP § 5.3.2.M)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Proposal Price for Option 1A. For proposals under Option 1B, Offerors will be ranked in comparison to equivalent offerings from other offerors. For proposals under Option 2, Offerors will be ranked based on the Proposal Price for each distinct service in comparison to equivalent services proposed by other offerors. Pricing should be submitted on Attachment B - The Price Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written

clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the following documents and attestations.

Attachment Name
<p>Contract Affidavit</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf</p>
<p>Data Use Agreement</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf</p>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

7 RFP Attachments

Additional forms which are required as part of a proposal are described in section 5.3.2, with links to the applicable templates, and should be included in the relevant section of the Technical Proposal as described therein.

The Attachments listed below are reference documents needed to assist the offerors in preparing their proposals in response to this solicitation.

When to Submit	Attachment	Attachment Name
Instead of proposal	1	No Bid Proposal Notice
With Proposal	2	Price Form
For reference only. Submission to required	3	Sample Contract

Attachment 1. NO BID/PROPOSAL NOTICE

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Solicitation Title:	
Solicitation Number:	
Name of Company/Firm (Bidder/Officer):	

1. If you have chosen not to respond to this solicitation, 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 the State 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/Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
- ☐ MBE or VSBE 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 response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

Attachment 2. PRICE PROPOSAL FORM

Please submit a Price Proposal for all Options for which you would like to be considered. You may use this form, or a format you devise that is specific to the pricing of your products and services which contains equivalent information.

OPTION 1 – EXCLUSIVE SERVICE OFFERING

OPTION 1A – All inclusive offering, with unlimited usage.

Contract Year	Price per user per month	Number of Users Included	Annual Cost
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

OPTION 1B – Tiered service offerings, unlimited usage within each tier

Describe tiers here.

Tier A:

Tier B:

Tier C:

Add additional tiers as needed

Contract Year	Price per user per month	Number of Users Included	Annual Cost
Year 1			
Tier A			
Tier B			
Tier C			
Year 2			
Tier A			
Tier B			
Tier C			
Year 3			
Tier A			
Tier B			
Tier C			

Year 4			
Tier A			
Tier B			
Tier C			
Year 5			
Tier A			
Tier B			
Tier C			

Please replicate the above chart for any additional tiered offerings you would like us to consider.

OPTION 1 – Investigator-Related Services**Name/Description of Service:**

Contract Year	Price per User per Month	Additional Information
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

OPTION 1 – Other Add-on Services**Name/Description of Service:**

Contract Year	Price per User per Month	Additional Information
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Repeat this chart for each additional Add-on Services

OPTION 2 – MANAGED SERVICES PRICING**Service Offering #1 (Name):****Service Offering #1 (Description)**

Contract Year	Price per User per Month	Additional Information
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Service Offering #2 (Name):**Service Offering #2 (Description)**

Contract Year	Price per User per Month	Additional Information
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Service Offering #3 (Name):**Service Offering #3 (Description)**

Contract Year	Price per User per Month	Additional Information
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Service Offering #3 (Name):**Service Offering #3 (Description)**

Contract Year	Price per User per Month	Additional Information
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Repeat this chart for as many different services you would like us to consider.

The undersigned certifies that they have authority to submit this price proposal and bind the offeror to the pricing specified above.

Submitted by:

Date:

Attachment 3. SAMPLE CONTRACT

OFFICE OF THE ATTORNEY GENERAL (OAG)

“On-Line Legal and Other Research Services”

OAG-LR-090825

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 2025 by and between _____ and the STATE OF MARYLAND, acting through the MARYLAND OFFICE OF THE ATTORNEY GENERAL (“OAG” or the “Agency”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is _____ and whose principal office is _____, whose Federal Employer Identification Number or Social Security Number is _____, and whose eMaryland Marketplace vendor ID number is _____.
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____, as modified by any Best and Final Offer thereto.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for On-Line Legal and Other Research Services, Solicitation # OAG-LR-090825, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated _____, as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means a business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP and amendments

Exhibit B – The Contract Affidavit, executed by the Contractor and dated _____

Exhibit C – The Technical Proposal and Best and Final Offer

Exhibit D – The Financial Proposal And Best and Final Offer

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. 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 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Agency following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue for five years.
- 3.2 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Financial Proposal Form (Attachment B-1). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ _____.
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is _____. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited.

Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 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.
- 4.4 Payment of an invoice by the Agency is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 5.2. Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.
- 5.3. Contractor, on behalf of itself and its Subcontractors, hereby agrees not to incorporate, link, distribute or use any third-party software in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its Subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or any other open source software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source license.
- 5.4. Without limiting the generality of the foregoing, neither Contractor nor any of its Subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its Subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any software or technology shall be construed as being

inconsistent with the intent to not cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License Section.

6. Exclusive Use

- 6.1 Subject to Section 5 above, and except as otherwise provided in the Contractor's subscription agreement, the State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Agency or developed by Contractor relating to the Contract, except as provided for in

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the State or licensed by the State from third parties, including all information provided by the State to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the State will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of Section 10 Indemnification and Notification of Legal Requests, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against

any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 7.4 Without limiting Contractor's obligations under Section 7.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the State, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the State's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

To the extent that protected information is provided, the following applies:

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, 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 or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.

- 8.2 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 rightfully 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.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors' gross negligence or willful misconduct while in performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, or other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall notify the State of such receipt providing the State with a reasonable opportunity

to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, 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.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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 thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (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.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. 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 Contractor to solicit or secure the Contract, and that the Contractor

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.

16. 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 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.

17. Termination for Default

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.

18. 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. 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 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 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.

20. 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.

21. 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.

22. 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 business 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, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

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

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the

Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion, to perform an audit of the Contractor's performance under this Contract for a period of four (4) years after the final payment by the State. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract.
- 25.2 Upon ten (10) Business Days' notice, the State shall be provided reasonable access to Contractor's records pertaining to this Contract to perform any such audits. The State may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the State's election. The State may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to cooperate and assist in any audit conducted by or on behalf of the State, including, but not limited to assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Agency has the right to audit such subcontractor(s).

26. 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;
- 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.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the negligence, misrepresentation, or any other contract or tort claim of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 5 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed the total amount of the contract.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 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, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, 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.

- 30.2 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, 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 four (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 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.
- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Agency, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Agency concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Agency and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Agency.

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Agency determines that the Contractor is not in compliance with certified MBE participation goals, then the Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the Agency determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Agency may withhold payment of any invoice or retainage. The Agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Agency does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works).

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Agency may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Agency may change the Procurement Officer at any time by written notice to the Contractor.

38. 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:

Contract Monitor
Office of the Attorney General
200 St. Paul Place, Baltimore, MD 21202
Phone Number:
E-Mail:

With a copy to:

Procurement Officer
Office of the Attorney General (OAG)
200 St. Paul Place, Baltimore, MD 21202
Phone Number:
E-Mail:

If to the Contractor:

Company
Address
Email address

Parent Company Guarantor

Contact: _____

Attn: _____

39. Parent Company Guarantee (If applicable)

_____ hereby guarantees absolutely the full, prompt, and complete performance by _____ 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. _____ 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. _____ further agrees that if the State brings any claim, action, lawsuit or proceeding against _____, _____ may be named as a party, in its capacity as Absolute Guarantor.

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

Contractor:

State of Maryland
OFFICE OF THE ATTORNEY GENERAL
(OAG)

By:

By:
Procurement Officer

Date

Date

PARENT COMPANY (GUARANTOR)

By:

Date

Approved for form and legal sufficiency

This ____ day of Month, Year.

Assistant Attorney General

APPROVED BY BPW:

(Date)

(BPW Item #)