Department of Information Technology (DoIT)

REQUEST FOR PROPOSALS (RFP)

Statewide Network Management Services (NMS)

SOLICITATION NO. 060B6400008

Issue Date: 11/01/2016

CONSOLIDATED RFP DOCUMENT WITH ALL AMENDED CHANGES

ISSUED: 12/14/16

NOTICE

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

Department of Information Technology (DoIT)

RFP KEY INFORMATION SUMMARY SHEET

RFP Title:	***Statewide Network Management Services (NMS)***
RFP Number:	060B6400008
RFP Issuing Department:	DoIT 100 Community Place Crownsville, MD 21032
RFP Issue Date:	11/01/2016
Proposals Due Date and Time:	01/05/2017 at 02:00 PM Local Time
Questions Due Date and Time:	11/28/2016 at 02:00/PM Local Time
Procurement Officer:	Sini Jacob Phone: 410-697-9677 e-mail: Sini.Jacob@maryland.gov
Contract Manager:	David Mangrum Phone: 410-697-9393 e-mail: David.Mangrum@Maryland.gov
Send Proposals to (e-mail delivery strongly preferred):	DoIT 100 Community Place, Room 2.323 Crownsville, MD 21032 Attention: Sini Jacob
Send Questions (e-mail only) to:	e-mail address: Sini.Jacob@maryland.gov
Contract Type	Fixed Price and Time and Materials
Contract Duration	Approximately three and one-half (3.5) year base period with two (2) one-year option periods
MBE Subcontracting Goal:	25 % with sub-goals.
VSBE Subcontracting Goal:	3%
Small Business Reserve	No
Pre-Proposal Conference:	11/10/2016 2:00 P.M. Local Time 100 Community Place, Room A Crownsville, MD 21032 See Attachment E for Directions and Response Form

STATE OF MARYLAND

NOTICE TO OFFERORS/BIDDERS/CONTRACTORS

Maryland Wants to Do Business with You

Please let us know why you are not proposing. (Check all that apply).

☐ We do not offer the services/commodities requested.

☐ Busy with other commitments.

☐ Specifications are unclear or too restrictive.

☐ Timetable is unworkable.

☐ Bonding/Insurance requirements are prohibitive.

☐ Our experience with State of Maryland has not been satisfactory.

☐ Other (Please specify)

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): _____

Contact Person (optional): _____ Phone (____) _____ - _____

Bid/proposal Number: 060B6400008 Entitled: Statewide Network Management Services (NMS)

Your comments will help us improve the procurement process.

Thank You.

Please return your comments with your proposal. If you have chosen not to propose to this RFP, please e-mail this completed form to the Procurement Officer's e-mail address.

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1 GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Information Technology ("DoIT" or "the Department") is issuing this Request for Proposals (RFP) to obtain, on behalf of State agencies, cost effective IT network management and maintenance services such as but not limited to:

a. network management, maintenance, and operations support;
b. systems maintenance and operations support;
c. infrastructure management;
d. Network Operations Center (NOC) management;
e. technical services;
f. network security and certification services;
g. disaster recovery services including backup and restoration;
h. strategic IT consulting and business planning;
i. enterprise architecture and design;
j. application server support and application support; and
k. on-demand technical services.

The State intends to furnish these services to State agencies (each a "Requesting/Billed Agency") in conjunction with the State's backbone high speed network infrastructure, networkMaryland™, that currently provides data, voice and video services (the "Enterprise Network"), furnished under a separate contract. Through this Contract, DoIT intends to supply and as necessary coordinate individual agencies' IT network management to provide seamless, cost-effective network and maintenance services and support.

Agencies currently operate independent WANs segregated from networkMaryland by firewalls. Additionally, agencies have data centers and local area networks (LANs) connecting end users to application resources.

As used in this RFP, an agency's IT network ("*Agency* IT Network") is defined as any circuits, devices and infrastructure that are owned, managed and/or under the responsibility of the Requesting/Billed Agency. Examples include but are not limited to switches, routers, and wireless controllers and access points, fiber optic cable, wide area networks (WANs), LANs, and data center resources such as servers, storage, without excluding virtualized or cloud-based network components.

1.1.2 At Contract inception, the scope of services shall include all necessary support for the Maryland Department of Transportation (MDOT) and its Transportation Business Units (TBUs) (defined as the "MDOT Network Program") and as more fully described starting in Section 3.4. The MDOT Network Program has particular needs to support its business network and extensive portfolio of public service and Homeland Security applications and their associated critical infrastructure.

DoIT will specify services to be furnished under the Contract for additional Requesting/Billed Agencies by issuing specific Task Orders as needed throughout the term of the Contract. As appropriate, the State may additionally issue Work Orders for additional services under the scope of the Contract.

Neither a Task Order nor a Work Order may in any way conflict with or supersede the Contract. In the event of such a conflict, the Contract will control.

1.1.3 It is the State's intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State. See Section 1.4 for Contract duration information. The Contract will not be construed to require the State to purchase services exclusively from said Contract.

1.1.4 The State intends to make a single award as a result of this RFP.

1.1.5 Offerors, either directly or through their Subcontractor(s), must be able to provide all products/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.

1.1.6 The Contract applies exclusively to all entities of State of Maryland government subject to Section 3A-302(b) of the State Finance and Procurement Article.

1.2 Abbreviations and Definitions

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

Term	Definition
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
Agency IT Network	Any circuits, devices and infrastructure that are owned, managed and/or under the responsibility of the Requesting/Billed Agency. Examples include but are not limited to switches, routers, and wireless controllers and access points, fiber optic cable, wide area networks (`WANs), local area networks (LANs), and data center resources such as servers, storage, without excluding virtualized or cloud-based network components.
Business Day	Monday through Friday (excluding State holidays)
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A
Contract Manager	The State representative who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the 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 Manager may delegate responsibilities to one or more designees.
Contractor	The successful Offeror awarded the Contract
Contractor Personnel	Employees and agents and Subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract
Contractor's Point of Contact (POC)	Person designated at the time of Contract award by the Contractor as the single point of contact with the authority and knowledge to resolve Contract issues.
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Department of Information Technology(DoIT, or the Department)	The unit of the Executive Branch of Maryland State government issuing the RFP
Disaster	A major incident that seriously disrupts, or is expected to disrupt, operations for 12 or more hours, or as declared by MDOT Program Manager or DoIT executive management, where no workaround is available within 48 hours and requires the services to be relocated or reconstructed.
eMaryland Marketplace (eMM)	Maryland's online procurement system
Effective Date	The date of mutual Contract execution by the parties, representing the Contract start date.
Enterprise Network	networkMaryland™, the State's backbone high speed network infrastructure that currently provides data, voice and video services
Enterprise Network Technologies (ENT)	Those applications, tools, and services that provide enterprise network enablement (e.g., DHCP, DNS, Active Directory, LAN Desk, MacAfee, virus scan, etc), monitoring of network health and performance, and certain other systems. ENT may be based on-premises or in the cloud.
Fixed Price	Pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment

Handle	(As relates to data) Collect, store, transmit, have access to data
Infrastructure as a Service (IaaS)	A hosted environment used to support operation of the System, including storage, hardware, servers, networking, and communication components, and related operations, maintenance, and support services
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
MDOT Internal Network Resources or MDOT IT Network	MDOT owned assets (including but not limited to network devices, switches, routers, servers, endpoints, and other devices) that use the MDOT owned systems, are managed by MDOT, and are within scope of this Contract but not including any devices that are managed by DoIT (e.g., firewalls maintained/operated by networkMaryland™).
Key Personnel	Contractor Personnel that, should they leave during the performance period, will, in the State's opinion, have a substantial negative impact on the Contractor's performance under the Contract. As provided in Section 1.23, Key Personnel may be identified after Contract award.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
MDOT Network Program	The collective activities to support the MDOT Agency Network, including both MDOT Capacity Management Services and on-demand services as described in Work Orders.
MDOT Program Manager	The State representative who is primarily responsible for MDOT Network Program functions as a delegate of the Contract Manager, including issuing written direction, invoice approval, monitoring the Contractor performance to ensure compliance with the terms and conditions of the Contract

Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
Monthly Recurring Charges (MRC)	For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment 1, Revised PRICE SHEET V2 12-16-2016 V2 12-16-2016.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the Contract, project, Task Order or Work Order shall begin on a specified date. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Contract, project, Task Order or Work Order to begin
Offeror	An entity that submits a proposal in response to this RFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment.
Point of Contact (POC)	The individual named as the person to coordinate on a particular topic
Point of Demarcation	The location where external backbone service provider resources terminate within the building. This is the point at which external resources from providers external to an agency terminate, and agency responsibility begins.
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State

	representative that can authorize changes to the Contract
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual
Public Safety System	Includes information technology enabled systems that are used by MDOT in order to ensure orderly and safe transportation, provide for enforcement, or provide for the general safety of the public. Public safety systems are generally limited in their ability to communicate and share information, and require special handling for such things as configuration, operational management, and security. Systems may communicate via a wireless or wired connection. Examples of public safety systems in use at MDOT include but are not limited to, in-field law enforcement dispatch, fire/EMS information management systems, mapping and geographic information systems, air traffic control systems, bridge and tunnel signal control systems, air exhaust and water pumping systems, and roadway video monitoring systems.
Request for Proposals (RFP)	This Request for Proposals for the Department of Information Technology, including any amendments / addenda thereto
Requesting/Billed Agency	Any State executive branch unit that is identified as the recipient of work under the Contract.
Scheduled Maintenance (for MDOT)	Defined as being published on the Forward Schedule of Changes (NOC calendar) at least three (3) calendar days in advance of the maintenance performed.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. "Imminent threat of violation" is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

Security or Security Measures	The technology, policy and procedures that (a) protects and (b) controls access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (a) can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; (b) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or (c) other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t § 10-1301(c)
Service Level Agreement (SLA)	Measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the Contractor.
Task Order	A document that describes all specifics regarding products and/or services ordered for a Requesting/Billed Agency under the Contract
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Time and Material (T&M)	Type of payment to the Contractor specific to performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a Contract, plus the actual cost of any materials provided. The fixed hourly labor category rates, plus the actual cost of materials, and non-routine travel will be the only payment made for this type of Contract.

	The labor category hourly rates may not exceed the hourly rates specified in the Contract. The Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended its Contractor Personnel, totally and productively in the performance of the Contract. In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of the Contract.
Total Evaluated Price	The Offeror's price as submitted on Attachment F – Revised PRICE SHEET V2 12-16-2016 V2 12-16-2016, upon which the Offeror's Financial Proposal will be evaluated. (see RFP Section 5.3)
Transition-In	This is the period of time during which the Contractor is starting up services under this Contract, or under a Task Order or a Work Order. Monthly Recurring Charges begin after the Transition-in period is complete.
Transition-Out	This is the period of time during which the Contractor is shifting out services to another entity at the end of the Contract term, or at the end of a Task Order, or a Work Order if specified in the Task Order or Work Order.
Veteran-owned Small Business Enterprise (VSBE)	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 and http://www.vetbiz.gov.
Work Order (WO)	A subset of work authorized by the Contract Manager performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

Abbreviation	Description
AD	Active Directory
ADWG	Active Directory Working Group

AMS	Asset Management System
ATM	Asynchronous Transport Mode
ATS	Automated Transfer Switch
BAFO	Best and Final Offer
BMG	Budget Management Group
BWI	Baltimore-Washington International Thurgood Marshall (Airport)
CAB	Change Advisory Board (formerly Change Control Board -CCB)
CCIE	Cisco Certified Internetwork Expert
CCNA	Certified Cisco Network Associate
MDOT CHART	Coordinated Highways Action Response Team
CMM	Capability Maturity Model
CMDB	Configuration Management Data Base
COMAR	Code of Maryland Regulations
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-the-Shelf (Software)
CPM	Contract Program Management
CSP	Competitive Sealed Proposals
CSU/DSU	Communications Service Unit/Data Service Unit
DBMS	Database Management Systems
DGS	Maryland Department of General Services
DHCP	Dynamic Host Configuration Protocol
DLLR	Department of Labor, Licensing and Regulation
DNS	Domain Name System
DoIT	Maryland Department of Information Technology
DR	Disaster Recovery
DRC	Disaster Recovery Coordinator
DRM	Disaster Recovery Manager
DRP	Disaster Recovery Plan
DSS	Data Security Standards
EFT	Electronic Funds Transfer
eMM	eMaryland Marketplace
ENT	Enterprise Network Technologies
EOQ	Economic Order Quantity
GoMA	Governor's Office of Minority Affairs
IaaS	Infrastructure as a Service
IBM	International Business Machines Corporation
IDS	Intrusion Detection System
IP	Internet Protocol
ISDN	Integrated Services Digital Network
IT	Information Technology
ITAMS	Information Technology Asset Management System
ITIL	Information Technology Infrastructure Library
ITSCM	Information Technology Service Continuity Plan
KPI	Key Performance Indicator
LAN	Local Area Network
MDOT MAA	Maryland Aviation Administration

MBE	Minority Business Enterprise
MDOT	Maryland Department of Transportation
MCSE	Microsoft Certified Systems Engineer
MDM	Mobile Device Management
MDOT MDTA	Maryland Transportation Authority
MDOT MPA	Maryland Port Administration
MRC	Monthly Recurring Charge
MSBDFA	Maryland Small Business Development Authority
MDOT MTA	Maryland Transit Administration
MDOT MVA	Motor Vehicle Administration
NAWG	Network Architecture Working Group
NDA	Non-Disclosure Agreement
NOC	Network Operations Center
NTP	Notice to Proceed
OTDR	Optical Time Domain Reflectometer
OTTS	Office of Transportation Technology Services
PC	Personal Computer
PCI	Payment Card Industry
PEP	Problem Escalation Procedure
PHI	Protected Health Information
PII	Personally Identifiable Information
PMBOK	Guide to the Project Management Body of Knowledge
PMO	Program Management Office
PMP	Project Management Professional
POC	Point of Contact
QoS	Quality of Service
RCA	Root Cause Analysis
RFP	Request for Proposals
ROP	Reorder Point
SAN	Storage Area Network
SDAT	State Department of Assessments and Taxation
SDLC	System Development Life Cycle
MDOT SHA	State Highway Administration
SLA	Service Level Agreement
SONET	Synchronous Optical Network
SWG	Security Working Group
SwGI	Statewide Government Intranet
TBU	Transportation Business Unit
TCP/IP	Transmission Control Protocol / Internet Protocol
T&M	Time and Material
TSA	Transportation Security Agency
MDOT TSO	The Secretary's Office
TWIC	Transportation Worker Identification Credential
UPS	Uninterruptible Power Supply
VSBE	Veteran-owned Small Business Enterprise – A business that is verified by the Center for Veterans Enterprise of the United States

	Department of Veterans Affairs as a veteran-owned small business. See COMAR 21.11.13.
VPN	Virtual Private Network
WAN	Wide Area Network
WAP	Wireless Access Point
WO	Work Order

1.3 Contract Type

The Contract shall be Monthly Recurring Charge (MRC) Fixed Unit Price as defined in COMAR 21.06.03, and for on-demand technical services either Fixed Price in accordance with COMAR 21.06.03.02 or Time and Material in accordance with COMAR 21.06.03.03, based on individual Task Orders and Work Orders.

1.4 Contract Duration

1.4.1 The Contract shall start on the Effective Date and expire on October 31, 2020. The State, at its sole option, may renew the term of the Contract through two (2) additional one-year renewal options potentially extending the Contract through October 31, 2022.

1.4.2 As of the NTP Date contained in a Notice to Proceed (NTP), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.

1.4.3 The Contractor's obligations to pay invoices to Subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A), shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of a contract is the Procurement Officer as listed Key Information Summary Sheet.

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

1.6 Contract Manager

The DoIT Contract Manager for the Contract is listed in the Key Information Summary Sheet.

DoIT may change the Contract Manager at any time by written notice. The Contract Manager may designate one or more persons to act as a representative in connection with the Contract activities.

1.7 Pre-proposal Conference

1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their proposals.

1.7.2 Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via the same mechanism described for amendments and questions.

1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The State will make reasonable efforts to provide such special accommodation.

1.8 eMaryland Marketplace (eMM)

1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DoIT's website http://doit.maryland.gov/contracts/Pages/bids.aspx and possibly using other means for transmitting the RFP and associated materials, the RFP, pre-proposal conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be made available via eMM.

1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at http://emaryland.buyspeed.com.

1.9 Questions

1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. 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 eMM.

1.9.2 Only answers that have been answered in writing by the State can be considered final and binding.

1.10 Procurement Method

The Contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

1.11.1 Proposals, in the number and form set forth in Section 4 "Proposal Format," must be received by the Procurement Officer no later than the date and time listed on the Key Information Summary Sheet in order to be considered.

1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement

Officer. Except as provided in COMAR 21.05.02.10, Proposals received by the Procurement Officer after the due date and time shall not be considered.

1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.

1.11.4 Proposals delivered by facsimile shall not be considered.

1.11.5 Companies not responding to this solicitation are requested to submit the "Notice to Offerors/Bidders/Contractors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 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.

1.14 Public Information Act Notice

1.14.1 Offerors should give specific attention to the clear identification of those portions of their Proposals that they deem to be confidential, proprietary commercial information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4, Md. Code Ann.,. (Also, see RFP Section 4.2.2.2 "Claim of Confidentiality"). This 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.

1.14.2 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.

1.15 Award Basis

A Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the products/services as specified in this RFP. See RFP Section 5 for further award information.

1.16 Oral Presentation

Offerors determined to be reasonably susceptible may be required to make oral presentations to State representatives. 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 and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), 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.

1.18 Revisions to the RFP

1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the State shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the State's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

1.18.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. 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. 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 susceptible for award.

1.19 Cancellations

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, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.20 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, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

1.21 Protest/Disputes

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

1.22 Offeror Responsibilities

1.22.1 The successful Offeror shall be responsible for rendering products and services for which it has been selected as required by this RFP. All Subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's

Proposal. 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 (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").

1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as 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 that the parent organization will guarantee the performance of the subsidiary.

1.22.3 Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/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 transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Contractor Personnel

A. Key Personnel

For this Contract, the following positions will be considered Key Personnel, and shall be required to meet the qualifications stated in Section 3.11 and Attachment T.

The following Key Personnel are required for furnishing MDOT Capacity Management Services. The Offeror shall identify two (2) Key Personnel in the Technical Proposal as noted below and a selected appropriate labor category from Attachment T:

a. **MDOT Program Manager** (to be proposed in Technical Proposal)

b. **MDOT Service Design Manager** (to be proposed in Technical Proposal)

Additional Key Personnel (to be supplied after NTP Date)

a. **MDOT Service Strategy Manager**

b. **MDOT Service Transition Manager**

c. **MDOT Service Operation Manager**

d. **MDOT Diagram & Change Management Librarian**

B. Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements 30 days from the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.

Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Manager.

The provisions of this section B apply to Key Personnel identified in each Task Order and Work Order.

C. Definitions

For the purposes of this section, the following definitions apply:

1. **Extraordinary Personnel Event** – means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
2. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

D. Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in paragraph E of this section.

1. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.

2. The Contractor shall provide the Contract Manager with a substitution request that shall include:

   a. A detailed explanation of the reason(s) for the substitution request;
   b. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
   c. The official resume of the current personnel for comparison purposes; and
   d. Evidence of any required credentials.

3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

E. Replacement Circumstances

1. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in 1.23.E.2, including transfers and promotions, the Contractor shall submit a substitution request as described in paragraph D to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

   a. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section E.1.)

   b. Under any of the circumstances set forth in this paragraph E.2, the Contractor shall identify a suitable replacement and provide the same information and items required under paragraph D of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

   a. If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under paragraph D of this section.

   b. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

   a. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, State policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b.

   b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

c. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

d. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

e. If the Contract Manager determines to direct substitution under 1.23.E.4.a, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

F. Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (Subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an 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 A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal as well as in table format (Word or Excel). **The volume and severity of exceptions to the Contract terms, including the terms of the RFP, will be considered in the evaluation process, and may be grounds for finding an Offeror not reasonably susceptible for award.**

1.25 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

1.27 Compliance with Laws/Arrearages

1.27.1 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.

1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for award.

1.28 Verification of Registration and Tax Payment

1.28.1 Before a business entity can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is http://sdatcert3.resiusa.org/ucc-charter/.

1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for award.

1.29 False Statements

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

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

a. Falsify, conceal, or suppress a material fact by any scheme or device.

b. Make a false or fraudulent statement or representation of a material fact.

c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

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

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The 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 and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10

form can be downloaded at:
http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) 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 must comply with the prompt payment requirements outlined in the Contract, Sections 8 "Prompt Pay Requirements" and 20.14.3 "MBE Prompt Pay Requirements" (see Attachment A), should an MBE goal apply to this RFP. Additional information is available on GOMA's website at: http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx.

1.32 Electronic Procurements Authorized

1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.

1.32.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://emaryland.buyspeed.com/bso/), and electronic data interchange.

1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section 1.32.5of this subsection, the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR21.03.05:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
   a. the solicitation (e.g., the RFP)
   b. any amendments
   c. pre-Proposal conference documents
   d. questions and responses

e. communications regarding the solicitation or Proposal to any Offeror or potential Offeror

f. notices of award selection or non-selection

g. the Procurement Officer's decision on any solicitation protest or Contract claim

2. An Offeror or potential Offeror may use e-mail to:

a. ask questions regarding the solicitation

b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer

c. submit a "No Bid/Proposal Response" to the solicitation

3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

a. filing of protests;

b. filing of Contract claims;

c. submission of documents determined by the State to require original signatures (e.g., Contract execution, Contract modifications); or

d. 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.

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

1.33 Minority Business Enterprise (MBE) Participation Goal

1.33.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal has been established for this procurement as identified in the Key Information Summary Sheet, representing a percentage of the total contract dollar amount.

In addition, the following subgoals have been established for this procurement:

A. (African-American subgoal percentage) 7% for African-American MBEs,

B. (Asian-American subgoal percentage) 0% for Asian-American MBEs,

C. (Hispanic-American subgoal percentage) 2% for Hispanic-American MBEs, and

D. (Woman-Owned subgoal percentage) 8% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of Subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

1.33.2 Attachments D-1A to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

Attachment D-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule **(must submit with Proposal)**
Attachment D-1B	Waiver Guidance
Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.33.3 An Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

A. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE Subcontractors were treated fairly in the solicitation process; and

B. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

C. An Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If an Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

1.33.4 Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.33.5 Within ten (10) Working Days from notification of recommended award or the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

A. Outreach Efforts Compliance Statement (Attachment D-2).

B. MBE Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).

C. If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

D. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at http://mbe.mdot.state.md.us/directory/. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

A. Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).

B. Attachment D-4B (MBE Prime Contractor Report)

C. Attachment D-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

1.33.8 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification of recommended award or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment A, Section 2.2).

1.33.10 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract - Attachment A, Section 20.14.2).

1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a

procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE Subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.33.12 With respect to Contract administration, the Contractor shall:

A. Submit by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer:

   i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

   ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

B. Include in its agreements with its certified MBE Subcontractors a requirement that those Subcontractors submit by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority Subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

E. Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE Subcontractors.

1.34 Living Wage Requirements

1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code Ann., State Finance and Procurement Article, §18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website http://www.dllr.state.md.us/labor/prev/livingwage.shtml

1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.

1.34.4 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

1.34.5 The Offeror shall identify in the Proposal the location from which services will be provided.

NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

1.35 Federal Funding Acknowledgement

The Contract does not contain federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

1.36.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Proposal. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment I Conflict of Interest Affidavit and Disclosure.

1.36.2 Additionally, contractors have an ongoing obligation to ensure that any necessary personnel or subcontractor personnel have completed such agreements prior to providing services under individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.36.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.37 Non-Disclosure Agreement

1.37.1 Non-Disclosure Agreement (Offeror)

Certain documentation will be available for potential Offerors to review at a reading room at 100 Community Place, Crownsville MD 21032. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment P. Please contact the Procurement Officer to schedule an appointment.

Please see Network Overview Document in the reading room materials available from the Procurement Officer after signing a Non-Disclosure Agreement;

1.37.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as Attachment J. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

1.38 HIPAA - Business Associate Agreement

1.38.1 The Contractor may be required to execute a Business Associate Agreement with a response to a TORFP. A copy of the current forms are included as Attachment K of this RFP. The federal funding acknowledgment, if required, must be provided with the Task Order.

1.38.2 If applicable, the Task Order will include approximately the following information:

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in Attachment K. This Agreement must be provided within five (5) Business Days of notification of proposed TO award.

1.39 Non-Visual Access

1.39.1 By submitting a Proposal, the Offeror warrants that the Information Technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with software and hardware used for non-visual access will not increase the cost of the Information Technology by more than five percent (5%). For purposes of this solicitation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use Information Technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.39.2 The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov, keyword: NVA.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goals

1.41.1 Notice to Offerors

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of Proposals.

1.41.2 Purpose

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this section and Attachment M, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and Attachment M.

1.41.3 VSBE Goals

An overall MBE subcontractor participation goal of the total contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.

By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.

In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (Attachment M-1) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE Subcontractors used to meet the remainder of the goal.

1.41.4 Solicitation and Contract Formation

An Offeror must include with its Proposal a completed Veteran-Owned Small Business Enterprise Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) whereby:

A. the Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.

B. the Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If an Offeror fails to submit Attachment M-1 with the Proposal as required, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.

1.41.5 Within 10 Working Days from notification of recommended award, the awardee must provide the following documentation to the Procurement Officer.

A. VSBE Subcontractor Participation Statement (Attachment M-2);

B. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and

C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.

1.41.6 The Contractor, once awarded the Contract shall:

A. Submit monthly by the 10th of the month following the reporting period to the Contract Manager and Department VSBE representative a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (Attachment M-3).

B. Include in its agreements with its VSBE Subcontractors a requirement that those Subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Manager and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment M-4).

C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE Subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.

E. At the option of the Department, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE Subcontractors.

1.42 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as Attachment N. The Disclosure must be provided with the Proposal.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Purchasing and Recycling Electronic Products

1.44.1 State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the DGS web site: http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf.

1.44.2 Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code Ann. § 14-415, requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf.

1.44.3 Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy http://doit.maryland.gov/support/pages/securitypolicies.aspx. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

1.45 Contract Extended To Include Other Non-State Governments or Agencies

For the purposes of an Information Technology or telecommunications procurement, pursuant to sections 3A-401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, State entities that are not subject to DoIT's authority, including State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

(1) shall constitute Contracts between the Contractor and that government, agency or organization;

(2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;

(3) For non-State entities, shall not be binding or enforceable against the State; and

(4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

1.46 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to $750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed $900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than $50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial

responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development

Maryland Small Business Development Financing Authority

MMG Ventures

826 E. Baltimore Street

Baltimore, Maryland 21202

Phone: (410) 333-4270

Fax: (410) 333-2552

1.47 Performance Bond

1.47.1 The successful Offeror must submit a Performance Bond, or other suitable security in the amount of $2,000,000.00, guaranteeing that the Contractor shall well and truly perform the Contract.

1.47.2 The Performance Bond shall be in the form provided in Attachment W and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in 1.47.3.

1.47.3 Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for proposal/bid, performance, and payment bonds is limited to:

A. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

B. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;

C. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

D. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

1.47.4 The Performance Bond shall be maintained throughout the term of this Contract, and renewal option period, if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State. This Performance Bond shall also secure liquidated damages.

1.47.5 The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the

Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.

1.47.6 The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

1.47.7 After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the Department's sole discretion. If any reduction is granted, the Department's shall have the right to increase the amount of the Performance Bond to any amount, up to the original amount, at any time and at the Department's sole discretion.

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2 COMPANY AND PERSONNEL QUALIFICATIONS

2.1 Offeror Minimum Qualifications

To be considered reasonably susceptible for award, an Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met within the last seven (7) years:

2.1.1. The Offeror's company has provided services to at least one (1) client continuously for a minimum of three (3) consecutive years where:

a. The client is a multi-location business or government entity, comprised of not less than one hundred (100) locations over a geographic area that is approximately the size of the State of Maryland, or larger; and
b. The services provided support an IT network supporting not less than ten thousand (10,000) individuals who work on a full time basis for the client; and
c. The services provided include, at minimum, all of the following elements: network design, network engineering, strategic IT consulting, network security services, and ongoing network management services; and
d. The services were delivered utilizing the Information Technology Infrastructure Library (ITIL) framework.

2.1.2. The Offeror's company has established and operated a 24x7x365 NOC for a minimum of three (3) years.

2.1.3. The Offeror shall possess a current ISO 20000-1:2011 certification, as amended or updated, that certifies the program of an IT service management system of the Offeror.

Note: Subcontractor experience may not be used by Offeror to meet Minimum Qualifications. The minimum qualifications must be met by the Offeror.

2.2 Offeror Preferred Qualifications

An Offeror may be evaluated higher for the Offeror Qualifications and Capabilities evaluation factor (See Section 5.2), if it meets or exceeds the preferred qualifications, listed below:

2.2.1 The Offeror's organizational unit proposed to deliver services under the Contract holds a current ISO 20000-1:2011 certification certifying its IT service management system.

2.2.2 The Offeror holds a current ISO 20000-1:2011 certification that certifies the program of an IT service management system that is at least the size and scope of the requirements defined in section 2.1.1.

Note to Offerors: the Offeror awarded this Contract is required to deliver services to the State from an ISO 20000 certified organization within two years of NTP (See Section 3.3.3).

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3 SCOPE OF WORK

3.1 Background and Purpose

3.1.1 DoIT is issuing this RFP to engage a Contractor to manage the network resources of State agencies within their Agency IT Networks as described in Section 1.1.1. This includes the MDOT Network Program scope of work defined in this RFP and also includes generally expected future expansion for other Requesting/Billed Agencies.

DoIT intends to furnish services under this RFP to other Requesting/Billed Agencies via Task Orders and/or Work Orders issued by the State. DoIT anticipates that Task Orders issued on behalf of Requesting/Billed Agencies will primarily be managed as a staffing model on a labor rate basis, either on an hourly or annualized basis.

3.1.2 DoIT is extremely interested in partnering with a Contractor to leverage the Contractor's expertise and guidance to implement mature ITIL processes, and identify opportunities to strategically invest in new technology.

3.1.3 Enterprise Network: The State is migrating to an "enterprise" model for Enterprise Network infrastructure, leveraging economies of scale to eliminate the duplication of services and increase the capacities of each network tier. The State's Enterprise Network infrastructure provides the devices, bandwidth, network redundancy and Quality of Service (QoS) necessary to effectively support the communication requirements of State agencies.

The backbone network, networkMaryland™, connects State agencies to the internet and to each other through the Statewide Government Intranet (SwGI). See diagram *State Enterprise Network and Agency IT Network* in Attachment V.

The State intends to contract independent validation and verification of network services, security services and Contractor performance under separate contracts.

3.1.4 The awarded Offeror shall be able to perform all requirements as detailed in Section 3 of the RFP. Offerors shall be required to furnish satisfactory evidence that they meet or exceed all minimum qualifications listed in Section 2 of this RFP.

3.2 Agency / Project Background

DoIT will coordinate and manage this Statewide Contract.

3.3 General Requirements

3.3.1 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

A. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;

B. The State of Maryland Information Technology Non-Visual Standards at: http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx

C. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;

D. The ITIL methodology and framework of best practices at: https://www.axelos.com/best-practice-solutions/itil

E. The Contractor shall follow the project management methodologies that are consistent with the Project Management Body of Knowledge (PMBOK). Contractor's staff and Subcontractors are to follow this consistent methodology; www.pmi.org .

F. Payment Card Industry (PCI) Data Security Standards (DSS) for electronic payments at: https://www.pcisecuritystandards.org/security_standards/index.php.

G. For the MDOT Network Program, the following also apply:

   a. MDOT Security Policy (available in a reading room prior to submission of proposals)

   b. MDOT ITIL Procedures and Practices as approved and implemented by MDOT.

H. Other policies, guidelines and methodologies as identified in a particular Task Order or Work Order.

3.3.2 CONTRACTOR RESPONSIBILITIES

3.3.2.1 For all work performed under this Contract, the Contractor shall define and apply a structured methodology to perform the following activities, adjusting the methodology as appropriate to meet the State's needs, mitigate risk, and meet identified requirements: identify, evaluate, and select hardware, software, and services (e.g., telecommunications services, Internet access services, software maintenance). As appropriate, the Contractor shall develop prototypes and pilots in support of the evaluation process.

3.3.2.2 The Contractor may be required to perform assessments and provide recommendations for any systems and technologies within the general scope of this RFP, to include but not be limited to:

A. Evaluations, comparisons, integration strategies and feasibility studies including commercial-off-the shelf software (COTS);

B. Technology forecasting;

C. Technology upgrades; and

D. System concept feasibility.

3.3.2.3 For all work performed under this Contract, the Contractor shall assist and support the State's desire to implement an organizational service model based on the ITIL methodology and framework. The Contractor shall provide assessments, recommendations, and all necessary support to aid the State's evolution to a mature ITIL service catalog, including all necessary recommendations and best practices for a Requesting/Billed Agency.

3.3.2.4 Contractor shall ensure appropriate staff and agents for both DoIT and the Requesting/Billed Agency maintain access to relevant network devices, applications, services and resources.

3.3.2.5 All Contractor Personnel shall provide ongoing knowledge transfer to include maintenance, operations, technical, and planning services to State staff and agents throughout the Contract term.

3.3.2.6 As requested, Contractor shall furnish such support as necessary to migrate from physical environment(s) to a cloud-based or hosted model.

3.3.2.7 The Contractor shall create, track, and manage service ticket requests in the tools specified by the State, which may include more than one tool for this Contract.

3.3.2.8 The Contractor shall open service tickets for outstanding corrective actions as a result of a Root Cause Analysis (RCA), audit reports/findings, vulnerability scans, or any other source of input as identified by the State as applicable.

3.3.2.9 The Contractor shall furnish such support as necessary to perform activities within the general scope of this RFP for any Requesting/Billed Agency, generally including those activities described for the MDOT Network Program, plus additional activities such as application server support and application administration/support.

3.3.2.10 The Offeror's company shall maintain in good standing throughout the life of the Contract any certifications proposed as part of the Offer to indicate the company's process quality and maturity.

3.3.2.11 Should a permit (e.g., zoning, electrical, building, mechanical) be required for any work being performed by Contractor, then Contractor shall be responsible for obtaining the required permits, and shall be responsible for complying with codes and regulations that pertain to such permits. If Contractor is requested by MDOT to facilitate any work that requires a permit, then, as part of Contractor's service, Contractor shall obtain proof for MDOT that permits have been obtained.

3.3.2.12 The Contractor shall maintain a complete and updated ITIL service catalog.

3.3.3 ISO 20000 CERTIFICATION

3.3.3.1 Within two (2) years of NTP, all services delivered under this Contract shall be performed from an organizational unit of the Contractor holding a current ISO 20000 certification ("ISO Certification Date"). Such certification shall be ISO 20000-1:2011, as may be amended or updated.

3.3.3.2 Once the required certification is achieved, it shall be maintained in good standing for the balance of the Contract term, meeting the latest current certification version within eight (8) months of new version adoption.

3.3.3.3 Contactor will provide proof of obtaining its ISO 20000-1:2011, or then current, certification at the time the certification is achieved.

3.3.3.4 Contractor shall provide annual evidence of its compliance with the requirements to this Section to MDOT.

3.3.3.5 Liquidated damages of $1,000 per calendar day will be assessed for each full calendar day the Contractor is not in compliance with the requirements of this Section 3.3.3.

3.3.4 Data

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

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

3.3.5 Travel Reimbursement

3.3.5.1 There shall be no reimbursement for travel. All pricing shall be inclusive of any travel necessary to perform the services in this Contract and associated Task Orders or Work Orders.

3.3.6 Contractor-supplied Hardware, Software, and Materials

A. The State may elect to furnish software images and space for Contractor Personnel to sit. For MDOT Network Program activities, MDOT will provide temporary office space as needed.

B. Contractor Personnel working at a State facility are required to provide their own mobile computing devices that are up to date with patches, malware, and antivirus protection.

1. The Contractor shall provide and ensure that mobile computing devices have all software installed, configured, and licensed to perform the requirements and SLAs of this RFP and any Task Orders or Work Orders.
2. The Contractor mobile computing devices shall comply with IT Security policies and Security Standards and procedures referenced in 3.3.1 to protect the State's networks.
3. The Contractor shall issue devices such that Contractor Personnel are capable of receiving voice, text, and email transmissions.
4. All mobile computing devices provided by Contractor for use in performing services under this Contract shall not be older than three (3) years.

C. If not working at a State facility, the Contractor shall provide, at its own expense, systems and software necessary to remotely connect to MDOT's network in accordance with State and MDOT IT security standards. This includes by way of example but not limited to desktop computers with global VPN clients, remote desktop client access licenses.

3.3.7 Documentation Created During Contract Term

3.3.7.1 The Contractor shall ensure that all State information shall reside only on State-approved locations. The State may designate specific documents and data that may reside on Contractor devices, which shall be accessible to DoIT and the Requesting/Billed Agency at all times.

3.3.7.2 The Contractor shall develop and/or provide documentation and training materials for Requesting/Billed Agency network devices, services and tools, to include manufacturer supplied user guides and operational documentation developed as part of product/project implementation. All such documentation shall be stored as directed by the Contract Manager.

3.3.7.3 All documents the Contractor creates during the execution of this Contract shall contain at a minimum: the appropriate State or agency logo, the author's name/company's name/logo, the publish date, and the revision date. Additionally, the Contractor shall ensure that all network diagrams shall contain the clause "FOR OFFICIAL USE ONLY."

3.3.8 Reporting

3.3.8.1 A Task Order or a Work Order will identify the reports applicable to that statement of work, including the format and delivery recipients.

3.3.8.2 MBE and VSBE Reports - The Contractor shall produce and deliver their MBE and VSBE reports, as provided in the attachments Section, as described in Sections 1.33 and Section 1.41.

3.4 MDOT Network Program

3.4.1 MDOT Network Program Scope Overview

3.4.1.1 MDOT Capacity Management: The MDOT scope of work, as described in this RFP, establishes a fixed-price for ITIL-based services furnishing overall operational management, administration and proactive engineering for the MDOT IT Network. This fixed price work, described as Capacity Management, includes but is not limited to: infrastructure management; NOC management; network security; back-up and restoration; network management, maintenance, and operations support; systems management, maintenance and support; technical services, disaster recovery (DR) services including backup and restoration; strategic IT consultation and business planning services; enterprise architecture and design; ENT application server support and application support; security and certification services; and knowledge transfer. These could include technologies that are on premises or hosted in the cloud.

3.4.1.2 MDOT Work Orders: In addition to Capacity Management, additional on-demand technical services will be initiated for MDOT on either a fixed price or a T&M basis.

MDOT Work Orders will be typically issued for project-based activities above and beyond the Capacity Management service catalog.

3.4.2 MDOT, the initial Requesting/Billed Agency served by this RFP, must continue to maintain its consolidated network that provides data, voice and video services. MDOT's agency-wide network is currently managed through a coordinated approach to avoid unnecessary redundancy and provide seamless, cost-effective access for all Transportation Business Unit (TBU) administrations including the:

- Maryland Aviation Administration (MDOT MAA),
- Maryland Transportation Authority (MDOT MDTA),
- Maryland Port Administration (MDOT MPA),

- Maryland Transit Administration (MDOT MTA),
- Maryland Motor Vehicle Administration (MDOT MVA),
- State Highway Administration (MDOT SHA),
- Coordinated Highways Action Response Team (MDOT CHART), and
- The Secretary's Office (MDOT TSO).

3.4.3 MDOT's IT Network

3.4.3.1 MDOT's IT Network infrastructure provides the devices, bandwidth, network redundancy and Quality of Service (QoS) necessary to effectively support MDOT's communication requirements. Network devices work in unison to provide reliable Transmission Control Protocol/Internet Protocol (TCP/IP) communication for MDOT.

3.4.3.2 The MDOT IT Network provides TCP/IP based transport services between various Statewide locations using Cisco Systems technologies and hardware. It is the State's intent to maintain this homogeneous agency-wide infrastructure.

3.4.3.3 The MDOT IT Network is configured to support prioritized end-to-end Internet Protocol (IP) QoS services to voice, video and various types of data and application traffic.

3.4.3.4 The MDOT WAN is responsible for ensuring the various LANs within MDOT are able to communicate with one another and with resources beyond the MDOT IT Network. The MDOT WAN is designed in a hierarchical two (2) tiered approach consisting of the backbone, and various transit, edge and access nodes.

The continued expansion of LANs, and WANs is important for supporting MDOT's business needs including extensive Homeland Security applications.

3.4.3.5 The MDOT architecture utilizes a combination of fiber optic services, point-to-point wireless (both licensed and unlicensed) services, and high-speed leased circuits to create a high capacity and highly redundant backbone.

3.4.3.6 In addition to the MDOT WAN, an extranet service network has been established between four (4) selected nodes along the along the backbone fiber infrastructure. This extranet service network is designed to facilitate the distribution of third party network services. This extranet network supports the secure delivery of Internet services, networkMaryland™, and contracted or 3rd party extranet services.

3.4.3.7 See diagram State Enterprise Network and Agency IT Network in Attachment V.

3.4.3.8 Approximate MDOT IT Network size

Table 1 presents a high-level summary of MDOT's TBU user community supported by the MDOT IT Network. Desktop, laptop and printer services are not in scope and are included solely for informational purposes. All numbers are approximate and current as of the January 1, 2016. A full asset list is available in the reading room.

TABLE 1 – MDOT IT NETWORK SIZE BY TBU (ESTIMATES AS OF JANUARY 1, 2016)

TBU	Network Accounts	Endpoints (Desktops, Laptops, Tablets, etc)**	Total Servers (ENT and non-ENT)
MDOT MAA	Managed by MDOT TSO	834	172
MDOT MDTA	Managed by MDOT TSO	733	155
MDOT MPA	Managed by MDOT TSO	250	46
MDOT MTA	Managed by MDOT TSO	1245	178
MDOT MVA and MDOT Data Center	Managed by MDOT TSO	2400	383
MDOT TSO	10,775	350	274
MDOT SHA	Managed by MDOT TSO	3400	398
MDOT NOC Servers	Managed by MDOT TSO	7	8
MDOT-wide Devices			
MDOT MLS	219		
MDOT Routers	351		
MDOT Switches	878		
MDOT Wireless Switches	38		
Uninterruptible Power Supplies (UPS)	509		
DMZ servers (MDOT TSO)	8		
DMZ servers (MDOT SHA)	30		
DMZ servers (MDOT MPA)	2		
DMZ servers (MDOT CHART)	5		
DMZ servers (MDOT MVA)	28		
DMZ servers (OTTS Glen Burnie	68		
ENT Servers	271		

**Endpoints are not in scope for certain services.

3.4.4 MDOT uses an IT Asset Management System (ITAMS) that provides the framework for MDOT's Asset Management System (AMS) and Service Desk System.

3.5 MDOT Capacity Management Services (Monthly Fixed Price)

3.5.1 MDOT Network Capacity Management Services shall be a fixed-price MRC to provide all ITIL-based activities and services required to execute and deliver the requirements as defined in this RFP (see Section 3.6 Capacity Management Service Catalog) and meet the SLAs as defined, including but not limited to:

a. Overall operational management, administration, configuration, break-fix, and backup-restoration services;

b. Current and proactive engineering services, which also includes monitoring, planning, designing, engineering, and installation services;

c. Maintenance;

d. Availability management;

e. Capacity management (as defined in ITIL);

f. Security of the MDOT IT Network; and

g. Any of the above for existing "non-production" environments, to include but not be limited to relevant failover and test environments. For example, "non-production" might include: devices, ENT administration, and network services for confirmation of configuration changes, upgrades, patches, load testing and integrations for in-scope systems.

Note: Please see Network Overview Document in the reading room materials available from the Procurement Officer after signing a Non-Disclosure Agreement.

3.5.2 The MDOT Capacity Management Services MRC shall be based on the number of human resources required to meet or exceed all SLAs in direct support of the MDOT IT Network. The Contractor shall provide Capacity Management Services for both current and future network needs of MDOT.

3.5.3 MDOT Capacity Management Adjustments:
MDOT budget planning is tightly coupled to the MDOT Capacity Management Services MRC, and therefore MDOT anticipates that Capacity Management adjustments will be made as part of a true-up aligned with the State fiscal year.

Capacity Management adjustments (as a scope increase/reduction) shall be addressed by either a Contract modification or a Work Order, as appropriate, and as determined at the State's sole discretion.

Note: An example of a significant technology change that might result in an MRC change might include, but not be limited to, the very infrequent addition of a new location requiring IT services that houses several or many employees.

3.5.4 MDOT Capacity Management Transition-In Requirements

3.5.4.1 The Contractor shall begin performing Transition-In for MDOT Capacity Management Services as of the NTP Date. The State anticipates a Transition-In period of no more than 90 days after NTP Date (see SLA 4 in Service Level Agreement 3.6.11).

3.5.4.2 The Contractor shall submit to the Contract Manager and MDOT Program Manager a final Startup Transition Plan for approval within five (5) calendar days following NTP Date.

3.5.4.3 The final Startup Transition Plan shall be implemented immediately upon approval by the State.

3.5.4.4 The Contractor shall develop and execute a Startup Transition Plan in accordance with MDOT project management procedures. This plan shall include at a minimum, but not be limited to, transitioning all network management, security assessment, network performance baseline, operations and maintenance activities, as described in Section 3, from the incumbent service provider to the Contractor. The Startup Transition Plan shall address managing and minimize risk associated with transitioning from incumbent service provider to the Contractor.

3.5.4.5 The MDOT Program Manager will coordinate with the incumbent service provider and the Contractor to ensure that the equipment listing and network configuration information provided in the ITAMS is up to date and accurate.

3.5.4.6 The Transition-In period shall be complete when the Startup Transition Plan has been fully executed and the cutover of Capacity Management Services to the Contractor has been accepted as successfully completed by the Contract Manager. MRC shall commence only after the Transition-In period is complete.

3.5.4.7 All MDOT Capacity Management Services transition work will be coordinated by the MDOT Program Manager with the Contractor and incumbent service provider.

3.5.4.8 The Contractor shall schedule, manage, and document all necessary activities to complete Transition-In, including at a minimum: at least one kickoff meeting at MDOT Headquarters and a Transition-In period completion meeting.

3.5.4.9 Project Tasks and Time Frames

Contractor shall complete each task in the timeframe specified in Table 2 Transition Schedule.

TABLE 2 - TRANSITION SCHEDULE

Item	Contractor Task	Timeframe
1	Kickoff meeting	The day following the NTP Date
2	Submission of final Startup Transition Plan (see 3.5.4.2)	5 calendar days after NTP Date
3	Report of assumptions related to the Transition-In	10 calendar days after NTP Date
4	Demonstrate to the satisfaction of the Contract Manager the Contractor's preparedness to supply the full scope of MDOT Capacity Management Services described in this RFP.	90 calendar days after NTP Date
5	Assume operational responsibility of the MDOT IT Network as defined in the RFP.	90 days from NTP Date, after Contract Manager approval that Transition-In is complete

3.5.4.10 The Contractor shall review and update existing policies, plans, and procedures for the MDOT IT Network. The Contractor shall, as part of Transition-In, integrate the existing plans and procedures into its service delivery model.

3.5.4.11 The Contractor shall deliver, and maintain throughout the Contract period of performance, a documented set of policies, plans, and procedures for work to be performed at MDOT. The documentation shall include, at a minimum, the following:

a. A demonstrated method of managing the MDOT Network Program;
b. A process to perform network monitoring, operations, and maintenance, including problem tracking, resolution, and post-incident analysis activities;
c. Performance metrics to monitor the progress of the MDOT Network Program;
d. Management processes in accordance with the ITIL process driven approach;
e. Security management process;
f. Escalation processes;
g. Risk and vulnerability assessment reporting plans and processes;
h. Confirmation of the existing network architecture and documentation;

3.6 MDOT Capacity Management Service Catalog

3.6.1 MDOT Capacity Management Services Overview

The scope of this solicitation encompasses the following MDOT Capacity Management Services categories as further defined in Table 3.

1. Network Infrastructure Services
2. NOC Services
3. ENT Server Administration Services
4. Security Services
5. Contract Program Management (CPM) Services
6. Cross Functional Capacity Management Services

Capacity Management Services can be summarized in the Capacity Management Service Catalog by examples of potential tasks and not by way of limitation, Table 3:

TABLE 3 - CAPACITY MANAGEMENT SERVICE CATALOG (EXAMPLES)

1. Network Infrastructure Services	2. NOC Services	3. ENT Server Administration Services	4. Security Services
a. Manage and administer all MDOT IT Network devices, appliances	a. Staff the NOC 24/7/365 b. Monitor devices and services 24/7/365	a. Manage and administer MDOT Windows, Linux, Hypervisors, and UNIX servers	a. Manage user VPN and remote access b. Mobile Device Management

b. Configure hardware and software, design, installation, break-fix and documentation c. Coordinate issue resolution and perform recovery services d. Proactively monitor performance, threshold reporting, and notify of bandwidth, protocol, utilization and errors e. Provide technical leadership for network services to include network strategy, proactive network planning to include capacity planning, network improvements and enhancements, network utilization and deployments f. Plan, design, and perform wired and wireless LAN-WAN installations, expansions, improvements, enhancements g. Develop and maintain MDOT IT Network policies, standards and procedures h. Perform QoS management services for MDOT	c. Provide device health and SNMP data to the State's Enterprise Network NOC run by DoIT's NetworkMaryland contractor. d. Monitor up/down status of network components and applications e. Perform administrative services for all NOC and ENT/ENT servers and NOC network management tools f. Coordinate incident resolution g. Automate and support NOC tool(s) h. Maintain Forward Schedule of Changes (NOC calendar) i. Furnish a dedicated NOC Manager j. Proactively monitor performance, threshold reporting k. Notify of bandwidth, protocol, utilization and errors l. Provide network and service downtime	b. Manage server OS installations, upgrades, and patching c. Configure, design, install, break-fix, and document hardware and software d. Perform security patching e. Backup and restore systems, configuration and data f. Perform server configuration change management g. Perform network services management including, DNS, DHCP, IP address administration h. Manage Windows Active Directory i. Perform and manage server virtualization j. Plan capacity and storage k. Manage daily storage l. Manage Storage Area Network (SAN) m. Performance tuning n. Configure hardware and software, design, installation, break-fix and documentation	(MDM) infrastructure services c. Manage, document security policy d. Provide support for all MDOT security services, devices, and appliances. e. Infrastructure management of VPN and Remote Access f. For MDOT Internal Network Resources: Perform security audits, periodic network security scans and security reporting services g. For MDOT Internal Network Resources: Ensure proactive intrusion prevention and detection h. For MDOT Internal Network Resources: Identify weaknesses and provide enhancements to security architecture i. For MDOT Internal Network Resources: Hardware, software configuration,

IT Network, video and voice services i. Manage MDOT IT Network IP addresses j. Document network tools and training materials for DoIT or MDOT resources. k. Coordinate indoor fiber installation l. Perform maintenance and facilitate repairs to existing inside plant and campus fiber infrastructure m. Upgrade firmware and software n. Document and maintain all inside plant and campus fiber resources (e.g., fiber assignments, splice details), as-builts and diagrams o. Develop, document and maintain all network and cabinet/rack elevation diagrams p. Manage local loop provider on behalf of MDOT q. Provide at least one Cisco CCIE professional	notifications in advance	o. Provide technical leadership for server issues including utilization and deployment p. Manage virus detection and definition q. Provide Secure FTP services	design, installation, break-fix and documentation j. As requested for MDOT resources: Security incident management. k. Cooperate with State computer forensics activities l. Support security incident response and remediation.
4. CPM Services a. Manage MDOT Network Program objectives and SLAs b. Manage service teams c. Schedule Capacity Management resources d. Produce and deliver status reports e. Produce and deliver invoices			

f. Perform strategic planning services (produce and deliver strategic plans under MDOT's direction, participate in strategic planning performed by MDOT and other third parties, etc.)
g. Participate in project planning and deliver documentation
h. DR planning and execution
i. Knowledge transfer to DoIT or MDOT resources
j. Participation in systems integration activities

Specific CPM Roles (See also Attachment T)

a. Program Manager for administration
b. IT Warehouse Logistics Manager

5. Cross Functional Capacity Management Services:

a. Service portfolio management to provide Contractor Personnel governance and ensure Contractor services are providing best business value
b. IT service continuity management services including DR planning and execution
c. Capacity Management Services including participation in strategic planning activities:
    1. Reactive services include:
        i. Monitoring and measuring
        ii. Responding and reacting to capacity-related events
    2. Proactive services include:
        i. Predicting future requirements and trends based on emerging technologies
        ii. Assistance and advice regarding budget, planning and implementing upgrades
        iii. Seeking ways to improve network and services performance
        iv. Optimizing network and services performance
d. Release management support including participation in project planning integration activities
e. Service level management that includes device software version changes and maintenance – staying current with vendor software and firmware releases
f. Configuration Management Database (CMDB): Post all network configuration, policies and procedures among other documents to the identified repository
    1. Knowledge transfer to DoIT and MDOT resources
    2. Create as necessary, maintain and update policy and procedures documents in the identified repository
g. Availability management including
    1. Complete monitoring of device availability, response time, CPU utilization, memory, disk I/O, disk space with reporting when thresholds are reached;
    2. Ability for the State to access all monitoring via web based tools
    3. Baseline performance analysis and utilization, syslog, and trap analysis reports
h. Asset management services
i. Logistics management to support spares
j. Service desk operations
k. Participation on MDOT IT teams, including but not limited to the Change Advisory Board (CAB), Security Working Group, Disaster Recovery Board, Project Management Office, Network Architecture Working Group (NAWG), the Monthly Program Management meetings and the NOC meetings.

l. Delivering strategic planning, project planning, systems integration activities, DR planning and execution, and knowledge transfer to State personnel
m. Such support as necessary to migrate MDOT to new tools during the term of the Contract in support of Capacity Management Services.
n. Such support as necessary to migrate MDOT to a cloud-based or hosted model.
o. Maintain a network test "Lab" environment
p. Perform disaster drills
q. Perform regular test system restorations

3.6.2 General Capacity Management Requirements

3.6.2.1 The Contractor shall assign Contractor Personnel to participate on ad-hoc working groups to research, test, and develop technical solutions.

3.6.2.2 The Contractor shall coordinate Contractor's participation and assignments in joint upgrade activities to ensure upgrades are successful.

3.6.2.3 The Contractor shall work with both DoIT and MDOT to identify MDOT IT Network weaknesses and inefficiencies and present relevant business process improvement and reengineering solutions.

3.6.2.4 The Contractor shall plan with both DoIT and MDOT network enhancements that will capitalize on new technologies and improve internal operations.

3.6.2.5 The Contractor shall prioritize meeting MDOT Capacity Management SLAs over other MDOT Work Order activities to ensure a consistently stable network infrastructure.

3.6.2.6 Contractor Personnel or teams shall actively participate or assist in the resolution of any application or service outage.

3.6.2.7 The Contractor shall provide all maintenance and proactive network configuration services for moves, adds, and changes received via service tickets.

3.6.2.8 The Contractor shall follow the identified change control processes and procedures concerning all changes to environments supported by the Contractor.

3.6.2.9 The Contractor shall provide TBU advocate services to coordinate and facilitate monthly performance reviews with TBUs. Items for review shall include but not be limited to Key Performance Indicators (KPIs), SLAs, service ticket summaries, incident trending reports, performance improvement recommendations and solution effectiveness.

3.6.2.10 The State maintains IT Asset Management Systems (ITAMS) as part of the State's ongoing efforts to plan, deliver, operate, and control State IT assets and IT services offered to customers. Contractor shall utilize the State's ITAMS, as directed by the State, in order to perform such tasks as documenting work performed, maintaining asset record data, and updating configuration information. Contractor shall not require the State to utilize any other tool (such as Contractor's ticketing system) to perform similar functions as those which are provided for by the State's ITAMS.

3.6.2.11 The Contractor shall have at a minimum one individual who is directly involved in the network design, configuration and troubleshooting of the MDOT network. This individual shall be a current Cisco CCIE certified engineer in Routing and Switching.

3.6.2.12 Availability management: The following criticality levels shall be used define the priority of a service ticket. The criticality definitions listed below match those used in the service ticket tool.

Priority 5	Resolve in 4 hours or less
Priority 4	Resolve within 12 hours or less
Priority 3	Resolve within 24 hours or less
Priority 2	Resolve within 72 hours or less
Priority 1	Resolve in 7 calendar days or less

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3.6.2.13 Service ticket priority levels shall be applied by using the definitions contained in the following TABLE 4 – MDOT Service Level Definitions:

Public Safety System defined: Includes information technology enabled systems that are used by MDOT in order to ensure orderly and safe transportation, provide for enforcement, or provide for the general safety of the public. Public safety systems are generally limited in their ability to communicate and share information, and require special handling for such things as configuration, operational management, and security. Systems may communicate via a wireless or wired connection. Examples of public safety systems in use at MDOT include but are not limited to, in-field law enforcement dispatch, fire/emergency management systems (EMS) information management systems, mapping and geographic information systems, air traffic control systems, bridge and tunnel signal control systems, air exhaust and water pumping systems, and roadway video monitoring systems.

TABLE 4 – MDOT SERVICE LEVEL DEFINITIONS

Priority	Resolve within	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
5	4 Hours or less	The issue creates a serious business or, financial exposure or public safety risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some *significant* portion of their job, or impacts public safety and transportation.	The issue affects a number of clients, high profile clients (i.e. first responders, executive management, and critical systems) or involves a Public Safety System.	There is no *acceptable* workaround to the problem (i.e. the job cannot be performed in any other way).
4	12 Hours or less	The issue creates a serious business risk, financial exposure or public safety risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some *significant* portion of their job, or impacts public safety and transportation.	The issue affects two or more TBUs.	There is no *acceptable* workaround to the problem (i.e. the job cannot be performed in any other way).
3	24 Hours or less	The issue creates a serious business risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some portion of their job, or access has been reduced with regard to bandwidth	The issue affects a number of clients.	There may or may not be an acceptable workaround to the issue, however, system, service or component degradation continues to exist.
2	72 Hours or less	The issue creates a low business risk, financial exposure or public safety risk.	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The issue affects a number of clients	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
1	7 Calendar Days or less	The issue creates a very low business risk, financial exposure or public safety risk.	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is an acceptable workaround to the problem.

3.6.3 Contractor Meetings and Contractor Responsibility

3.6.3.1 Contractor Personnel shall prepare and distribute meeting agendas at least one (1) Business Day prior to meetings.

3.6.3.2 Contractor Personnel shall produce and distribute meeting minutes to all stakeholders within three (3) business days of meetings.

3.6.3.3 Contractor Personnel shall participate in the following meetings:

3.6.3.3.1 Change Advisory Board (CAB) - The purpose of the CAB is to provide a program-level body consisting of both State and Contractor Personnel that reviews and provides disposition on changes to the network technical baselines, infrastructure, processes, and standards.

3.6.3.3.2 Security Working Group (SWG) - The purpose of the SWG is to review projects, service tickets, and other tasks assigned by the CAB for security impact to the MDOT IT Network. The SWG is comprised of MDOT and Contractor Technical Representatives (COTR) from the NOC, Information Security Team, TBU COTRs and Contractor Personnel. The SWG reviews security related concepts in an effort to recommend: solutions; strategies; enhancements; and, to develop policies, procedures, and processes to govern all security aspects of the MDOT IT Network.

a. The Contractor shall provide a resource to act as the SWG facilitator for meetings and communications.
b. The SWG facilitator shall be responsible for scheduling the SWG meetings, providing agendas, and distributing meeting minutes and action items to the members of the SWG.
c. The SWG shall meet on a monthly basis and may be convened at any time if the need arises, as determined by the State. Any time spent attending the SWG regularly scheduled meetings will be considered Capacity Management.

3.6.3.3.3 Disaster Recovery Team - The Disaster Recovery Team performs planning, response, and remediation activities for Disaster events, including making formal recommendations whether to declare a Disaster. The Disaster Recovery Team participates in and assists with any changes to the Disaster Recovery Plan. The Contractor will participate in Disaster Recovery Team activities.

3.6.3.3.4 Program Management Office (PMO) - The purpose of the PMO is to help IT more effectively achieve business outcomes. The PMO is a program-level body consisting of both State and Contractor Personnel who are certified Project Management Professionals (PMPs) and whose goal is to design and promote improved coordination, standardization, optimization, and management of the practice of project management.

3.6.3.3.5 Network Architecture Working Group (NAWG) - The purpose of the NAWG is to review projects, technologies, network designs, statements of work, strategic planning and other tasks that impact to the MDOT IT network. The NAWG is comprised of State and Contractor technical representatives that review network

related concepts in an effort to recommend strategy, enhancements, solutions, processes, policies and procedures.

a. The Contractor shall provide a resource to act as the NAWG facilitator for meetings and communications. The facilitator shall be responsible for scheduling the NAWG Meetings, providing agendas, and distributing meeting minutes and action items to the members of the NAWG.

b. On occasion, additional technical representatives from the NOC, information security team, state resources, and Contractor Personnel will be requested to participate in meetings and activities as subject matter experts.

c. The NAWG shall meet on a monthly basis and may be convened at any time if the need arises. Any time spent attending the NAWG regularly scheduled meetings will be considered Capacity Management.

3.6.3.3.6 Active Directory Working Group (ADWG) – The Contractor shall actively participate in the formation and operation of a governance group to establish and enforce Active Directory policies and procedures.

3.6.3.3.7 NMS Operations Meeting – The purpose of the NMS Operations Meeting is to conduct a weekly general discussion of network-related activities. The meeting typically is comprised of State and Contractor Personnel from the NOC, information security team, and other areas as appropriate.

3.6.3.3.8 Weekly Program Management – A weekly meeting to review the state of the program activities with the MDOT Program Manager and Contractor counterpart.

Note: This is a standing meeting that is not subject to agendas and minutes.

3.6.3.3.9 Monthly Program Management Meeting – The managers for the MDOT Network Program and MDOT IT Network operations will discuss the state of the MDOT IT Network and MDOT Network Program on a monthly basis.

3.6.3.3.10 Network Operations Meeting – The Network Operations Meeting is a monthly meeting to exchange information concerning MDOT IT Network operations and impact to TBUs.

3.6.3.3.11 Project Portfolio Management Group – The Project Portfolio Management Group meeting is held monthly to provide guidance for the execution of projects within the scope of the MDOT Network Program.

3.6.3.3.12 Budget Management Group (BMG) – The purpose of this quarterly BMG is to provide guidance and establish a process that formalizes the development of the budget estimates and the monitoring of the execution of MDOT operating expenditures and capital expenditure budgets.

3.6.4 Network Infrastructure Services

3.6.4.1 The Contractor shall provide MDOT IT Network infrastructure services that are defined as the overall administration, management, and proactive engineering services.

Current MDOT IT Network devices are listed in the reading room materials.

3.6.4.2 As a component of Capacity Management, the Contractor shall maintain and proactively design and engineer the MDOT IT Network, its related documentation, ongoing analysis, and provide network engineering skill and certifications to keep the network at the highest state of reliability and efficiency possible, without excessive redundancy and fault tolerance.

3.6.4.3 The Contractor shall provide Capacity Management for all core MDOT IT Network services. Examples of services include, but are not limited to, Active Directory services, DHCP, DNS and TCP/IP addressing management.

3.6.4.4 The Contractor shall provide Active Directory domain controller installation, upgrade, and patching. Daily operation of domain controllers (e.g., system administration, adding users, resetting passwords) remains the responsibility of MDOT with support from the Contractor as may be required.

3.6.4.5 The Contractor shall monitor and maintain the Active Directory forest.

3.6.4.6 The Contractor shall perform regular Activity Directory tree and forest health checks, deliver a health check report monthly, and take corrective actions.

3.6.4.7 The Contractor shall be responsible for providing network services and the technical expertise to MDOT and its TBUs for all MDOT IT Network components.

3.6.4.8 The Contractor shall provide planning to accommodate network expansion, enhancement, and security services in order to meet the growing needs of MDOT and its TBUs.

3.6.4.9 The Contractor shall assist in developing, maintaining and updating a network vision, strategy and design that takes advantage of existing and future infrastructure resources.

3.6.4.10 The Contractor shall provide recovery of network services for incidents and outages.

3.6.4.11 The Contractor shall provide monitoring of bandwidth and network protocol utilization.

3.6.4.12 The Contractor shall continually work to develop, improve, and maintain automated monitoring services, threshold monitoring, and alert notification. As part of normal WAN functions, the Contractor shall utilize bandwidth and network protocol performance to ensure the network is always operating efficiently.

3.6.4.13 The Contractor shall provide change, configuration, release, and availability management for all MDOT IT Network hardware and software that includes, but is not limited to, upgrades, patches, switch port management, reprogramming port speeds, routing table updates, monitoring, testing of installation of patches, and installation of firmware and software version changes.

3.6.4.14 The Contractor shall provide technical leadership for network issues including utilization and deployments; LAN/WAN design, installation, configuration, deployment and expansions; network engineering and design services.

3.6.4.15 The Contractor shall perform and participate in network services strategic planning, project planning, and integration planning activities, as required by MDOT.

3.6.4.16 The Contractor shall follow and maintain network guidelines, standards, policies, and procedures. As appropriate, Contractor shall recommend and document network guidelines, standards, policies, and procedures.

3.6.4.17 The Contractor shall provide QoS protocol management services to control and predictably service a variety of networked applications and traffic types.

3.6.4.18 The Contractor shall coordinate inside plant and campus wiring (e.g., fiber) services up to a Point of Demarcation.

3.6.4.19 *Inside plant and campus wiring* is defined as fiber optic cable involving inside plant and intra-building fiber optic cabling, including associated equipment, electronic components, patch panels, terminations, poles, and any additional mechanisms identified as necessary for the operations of the Agency IT Network.

3.6.4.20 Contractor shall coordinate maintenance and repairs of inside plant and campus wiring, as set forth below.

3.6.4.21 Contractor shall maintain all of the fiber optic devices and components of the MDOT IT Network in accordance with industry standards and the technical specifications of the individual devices and components, and shall oversee and verify that repairs are completed in accordance with these same standards and technical specifications.

3.6.4.22 In response to a fiber-related service interruption, Contractor shall coordinate the necessary repair services.

3.6.4.23 In addition, MDOT may request repair services to address other issues of importance to MDOT (e.g., testing, take a circuit up or down for a maintenance event).

3.6.4.24 Repair coordination includes organizing and managing repairs of fiber optic cable involving inside plant and intra-building fiber optic cabling, including associated equipment, electronic components, patch panels, terminations, and any additional mechanisms identified as necessary for the operations of the Agency IT Network.

3.6.4.25 Restoration and repairs include any damage, to include Force Majeure or any disruption of service.

3.6.4.26 In conjunction with a repair event, Contractor shall perform testing to verify functionality, in accordance with industry standards and as may be additionally specified by MDOT.

3.6.4.27 Contractor shall provide its own tools and equipment necessary to perform all testing required in order to fulfill the requirements set forth in this section.

3.6.4.28 Inside Plant and Campus Fiber Management and Coordination Services - The Contractor shall provide a qualified coordinator for cable plant and campus fiber installations and repairs performed by third party contractors to ensure timely and quality services in the best interest of MDOT.

3.6.4.28.1 The Contractor shall coordinate fiber activities with MDOT customers, subcontractors, state and local officials, other state agencies, fiber providers, and upper level management.

3.6.4.28.2 The Contractor shall be responsible for developing statements of work, material and labor cost estimates, maintain as-built documentation, fiber plant diagrams, and resource allocation documentation.

3.6.4.28.3 Contractor shall inventory, document and maintain all MDOT inside plant and campus fiber assets (e.g., fiber allocations, splice details, photo records, network maps, test results, permits, fiber counts, assignments, suspect/bad fibers, date in service), as-builts and network diagrams. This inventory and documentation shall be referred to as the "Fiber Infrastructure Documentation." This shall also include responsibility for importing new and updating existing MDOT fiber asset data into the State of Maryland DoIT Fiber Resource Management System (currently Advance Fiber Optics OSPInsight tool).

3.6.4.29 The Contractor shall be required to travel to various locations throughout the State of Maryland. The State cannot provide State vehicles or vans to accommodate this travel. The Contractor shall have access to bucket truck and/or scissor lift(s) in order to install, repair, and/or access network equipment unreachable by a standard ladder, such as exterior wireless access points (WAP). Some WAPs are estimated to be mounted as high as 30 feet on exterior of buildings, on poles, and inside facilities.

3.6.4.30 The Contractor shall support network devices at the locations specified in the reading room materials available from the Procurement Officer after signing a NDA. Please see inventory for detailed site information.

3.6.4.31 The Contractor shall configure, and run an MDOT-furnished packet analyzer tool, and shall assign at least one (1) resource to the network infrastructure team that is a specialist with substantial network traffic analysis experience (e.g., promiscuous mode monitoring, packet sniffing, network monitoring), including TCP/IP protocol analysis and protocol analyzers, and this resource shall be appropriately qualified in the use of the furnished packet tool. Contractor shall recommend a packet analyzer tool with its Technical Proposal, with rationale regarding its choice. MDOT's current packet analyzer tool is Sniffer.

3.6.4.32 The Contractor shall manage network configuration items in the ITAMS, as required.

3.6.4.33 The Contractor Personnel shall maintain all network documentation and diagrams to accurately represent the state of the MDOT IT Network. This includes, but is not limited to, circuits, circuit provisioning, IP address management, network diagrams, network documentation, network standards, custom software (source, executable and documentation), training guides, and project plans.

3.6.4.34 Updates to MDOT IT Network documentation shall be completed in accordance with the identified release management process.

3.6.4.35 The Contractor shall maintain consistent software and firmware versions on all network infrastructure device platforms based upon vendor model as determined by the NAWG.

3.6.4.36 The Contractor will furnish and maintain a network test environment ("the Lab") that is firewalled from the primary MDOT IT Network, consisting of typical network hardware and software components used within the MDOT IT network, for testing QoS changes, patches, application testing (e.g., testing new installation, updates/Upgrades, troubleshooting, problem resolution), device component failures (e.g. power, port), emulating WAN connections and connectivity failures, network traffic generator, exercising new and existing NMS tools, as well as providing a test for new WAN applications.

3.6.4.36.1 The Lab must be accessible both physically and via a remote data connection to approved resources from DoIT and MDOT. The Lab environment shall be available to Contractor and DoIT and MDOT network engineers.

3.6.4.36.2 The Lab shall have controlled access to the production MDOT IT Network for testing purposes.

3.6.4.36.3 The Lab will consist of, but not be limited to, high, mid-range, low-end routers, switches, CSU/DSUs, UPS/ATS, network analysis devices and WAN simulator (traffic generator) devices capable of providing latency, jitter, and packet loss to data streams in the network path so applications can be tested using real world average characteristics. The Lab will be used to test hardware and software upgrades, new network hardware and software technologies, and their impact to the existing network before deploying into the production environment.

3.6.4.36.4 The Lab shall be available for TBUs to perform application testing, including for security patches.

3.6.4.36.5 The Contractor shall furnish the Lab in a secure environment that is under the physical control of the Contractor, located within the continental United States. MDOT shall not be responsible for furnishing space to establish the Lab.

3.6.4.36.6 The Offeror must provide, in its Technical Proposal, details on how it will ensure the security of State of Maryland's information assets, including physical and logical security (See Section 4.2).

3.6.4.36.7 The Contractor shall provide procedures for Lab access, updates, and security procedures, with annual updates.

3.6.4.36.8 The Lab must be supported during Business Hours.

3.6.4.36.9 The physical location of the Lab shall not be more than twenty-five (25) miles away from MDOT's headquarters located at 7201 Corporate Center Drive, Hanover, MD 21076.

3.6.4.37 New applications and upgrades, including those managed by other project teams, shall be analyzed during their developmental and test phases before production deployment to accurately detect the impact of deployment to the production network.

3.6.4.38 The Contractor shall measure for demand and Capacity Management purposes and ensure the average monthly statistics for the MDOT IT Network as reported by the MDOT NOC system meet the following:

a. Packet loss – packet loss shall not exceed 1%;
b. Latency –
    a. Any network links created after the Effective Date shall maintain latency at an average of 50 milliseconds or less;
    b. Any network links already in existence at the time of the Effective Date shall maintain latency at an average of 100 milliseconds or less, or the Contractor shall obtain a waiver for that link from the TO Manager;
c. Jitter - Jitter shall be 30 milliseconds or less; and

d. Network Availability - Based on a State-approved calculation, will be available free of network outages 99.9% of the time, calculated on a monthly basis (allowing approximately 43 minutes of total outage time per month). Outage calculations shall exclude the availability exceptions noted below in 3.6.4.40.

3.6.4.39 QoS for Video and Voice Over Internet Protocol (VOIP)

MDOT operates enterprise video and VOIP applications with unique QoS requirements. These include such things as call signaling, interactive audio and video, and streaming audio and video. MDOT's video and VOIP deployments require the provisioning of explicit priority servicing for video and VOIP traffic and a guaranteed bandwidth for call signaling traffic.

a. Requirements for video and VOIP traffic (bearer stream traffic)
    i. Packet Loss shall not exceed 1%;
    ii. One-way latency (e.g. mouth-to-ear) shall be no more than 150 milliseconds;
    iii. Average one-way jitter shall be no more than 30 milliseconds;
    iv. 512 kbps of guaranteed priority bandwidth is required per call (exact requirements will depend upon the sampling rate, codec, and layer 2 overhead requirements for the specific application in use)
    v. 20% overprovisioning to accommodate interactive video bursts
b. Requirements for call signaling traffic
    i. Shall meet the best practices set forth for call signaling by MDOT, and may be specified by MDOT down to the application or device level. Generally, this is 512 bps per device of guaranteed bandwidth.

3.6.4.40 The following interruptions or failures shall be excluded from any network outage when calculating the network availability:

a. Network downtime during Scheduled Maintenance windows;
b. Downtime as a result of maintenance performed after a State-authorized emergency;
c. All premise equipment beyond the local router or multi-layer switch
d. Network downtime due to adverse weather, natural disasters, acts of God, civil disorders, or other occurrences beyond the reasonable control of the Contractor; and
e. Failures due to the local loop as the result of telco provider outages on shared services such as ISDN, Frame Relay, ATM, Synchronous Optical Network (SONET), DS1/DS3, OC3/OC12/OC48 and fiber.

3.6.4.41 The Contractor shall manage the local loop provider on behalf of MDOT for any repairs or problems related to MDOT leased line circuits.

3.6.4.42 The Contractor shall ensure that any Contractor Personnel assigned to access, configure and manage State routers and switches, including NOC personnel, have, at a minimum, a Cisco CCNA Certification.

3.6.4.43 The Contractor shall provide an annual report that details the overall health of the MDOT IT Network, and provides recommendations for improvement of the MDOT IT Network in conjunction with a proposed timeline for making such improvements. *This report will be used in the annual planning process MDOT performs starting in January of each year.*

3.6.5 NOC Services

The NOC operates and monitors devices and system services on the MDOT IT Network 24 hours per day, seven (7) days per week (24x7x365), utilizes the MDOT ITAMS, and dispatches resources to remote sites for service activities. The State will furnish a MDOT NOC Manager.

3.6.5.1 The Contractor shall provide a Contractor-owned off-site NOC that has the following minimum characteristics:

3.6.5.1.1 The NOC shall be both operational and staffed on a 24x7x365 basis.

3.6.5.1.2 The NOC shall have a secure connection into the MDOT NOC tool sets.

3.6.5.1.3 Contractor NOC Personnel assigned to the State account shall be named, dedicated to the State of Maryland (but not necessarily exclusive to the State).

3.6.5.1.4 The Contractor NOC shall be located within the continental United States. Contractor NOC Personnel shall be located in the continental United States.

3.6.5.1.5 The Contractor shall use DoIT or MDOT-owned tools to manage the network. The Contractor will be given access to all of the MDOT-owned NOC tools and software. All MDOT-owned tools shall be physically located on MDOT property, and Contractor personnel shall access these tools remotely.

3.6.5.1.6 The Contractor shall not prohibit or limit DoIT or MDOT personnel or agents access to State owned tools.

3.6.5.2 Contractor NOC Requirements

3.6.5.2.1 The NOC shall monitor the MDOT IT Network and provide timely response to resolve real-time event problems or situations, as well as manage service requests and releases on the MDOT IT Network at all times, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

3.6.5.2.2 The Contractor NOC Personnel shall create a service ticket in ITAMS for every network event, problem, and service request.

3.6.5.2.3 The Contractor NOC Personnel shall ensure that all service tickets are updated with relevant status through the life cycle of the service ticket.

3.6.5.2.4 The Contractor NOC Personnel shall ensure service ticket and request closure within the SLA timeframes specified in this RFP (See Section 3.6.11).

3.6.5.2.5 Contractor shall document the technical resolution of a ticket prior to ticket closure.

3.6.5.3 The Contractor shall maintain a current and accurate Forward Schedule of Changes Calendar (NOC calendar) on the NOC portal, detailing all planned and scheduled NOC maintenance outages. This NOC portal shall also include providing notifications for system maintenance, network maintenance and service outages.

3.6.5.4 The Contractor shall keep an up-to-date contact list (on-call list) on the NOC portal.

3.6.5.4.1 The on-call list shall detail contact names, home phone, e-mail, and cell phone number

3.6.5.4.2 The on-call list shall provide contact information for all MDOT and Contractor points of escalation.

3.6.5.5 The Contractor shall maintain and post a list of all vendor, service providers, and marketing contacts to the NOC portal, or other location specified by the State, within three (3) business days of Contractor notification of changes. The Contractor shall establish processes to proactively monitor for and update the list for changes that come to its attention.

3.6.5.6 The Contractor NOC Personnel shall proactively monitor the up and down status of MDOT IT Network components, including system resources, bandwidth and protocol utilization. Upon MDOT's request, Contractor shall monitor additional metrics beyond this baseline at no additional cost to the State.

3.6.5.7 The Contractor shall continually work to automate and integrate monitoring tools.

3.6.5.8 The NOC shall serve as a primary point of contact for routine, ongoing network monitoring and related activities of the MDOT Network Program. MDOT anticipates that the NOC will primarily be contacted by MDOT IT personnel.

3.6.5.8.1 The Contractor NOC Personnel shall perform ITIL service desk activities, including the following items:

a. Log all service ticket details in MDOT's ITAMS;
b. Provide first-line investigation and diagnosis;
c. Resolve incident service tickets;
d. Escalate incidents and service tickets when the service desk cannot resolve them within agreed timescales;
e. Inform users about the progress; and,
f. Close all resolved incidents, requests, and other cases.

3.6.5.8.2 MDOT maintains service desks throughout the MDOT IT service organization that are responsible for acting as a primary point of contact for end user IT issues. Therefore, unless specifically called for in another requirement of this RFP, MDOT generally does not require that Contractor provide support to end users.

3.6.5.9 The Contractor shall furnish a dedicated Contractor NOC Manager (but not necessarily exclusive to the State). The Contractor NOC Manager shall manage the day-to-day activities of the Contractor NOC Personnel and to serve as the main point of contact to MDOT regarding NOC activities. See Network Operations Center (NOC) Manager Labor Category description in Attachment T.

3.6.5.10 Contractor NOC Personnel shall coordinate and manage service restoration services for MDOT IT Network issues and outages.

3.6.5.11 The Contractor NOC Personnel shall have general working knowledge of the MDOT NOC tools prior to beginning work in the NOC.

Current NOC tools are identified in the reading room materials, available from the Procurement Officer after signing a NDA.

3.6.6 ENT Server Administration Services

The Contractor shall provide administration services for all ENT, to include, but not be limited to:

A. System planning design, and consultation;

B. Installation of hardware and software;

C. System administration and configuration;

D. Uninstallation and decommissioning;

E. Performance tuning;

F. Database and account administration and management (of ENT only);

G. Installation of current product major/minor version level (e.g., 2.1) of all ENT within six (6) months, or extended at the State's discretion of vendor major/minor product release date. Baseline versions (e.g., 2.0) will be evaluated with respect to new features, enhancements and sense of urgency on a case-by-case basis;

H. Support and maintenance of MDOT's secure FTP environment.

I. The Contractor shall support ENT to include, but not limited to:

1. Active Directory
2. McAfee Virus scan/Malware solution (e-policy orchestrator)
3. LANDesk (Desktop Management)
4. IP Control for IP block address management and DHCP/DNS management
5. SHAVLIK for Enterprise wide Microsoft Security patching vehicle
6. NOC Portal
7. Secure FTP Services
8. SNMP monitoring tools (or other such technology)
9. Office 365
10. Systems in MDOT's DMZ

A full list of current ENT is listed in the reading room materials.

J. ENT support shall not include:

a. Support of line of business applications such as accounting and financial system software and desktop word processors; and,

b. Provision of support directly to end users.

3.6.7 Security Administration Services

General Security – the State considers the security of its data, infrastructure, facilities, and employees to be a top priority. To ensure the security of its customer data and assets, the State has made a significant investment in tools and in creating policies to allow for the secure transmission of data throughout the MDOT IT Network and over the Internet.

3.6.7.1 It is MDOT's goal to be continuously informed of opportunities to improve the security posture of the MDOT IT Network.

3.6.7.2 The Contractor shall use the hardware and software tools in conjunction with the State's defined practices and policies to continue to assure the security of the enterprise while working with the State to investigate and deploy new technologies and disciplines to further secure the State's investments.

3.6.7.3 As technologies evolve and security requirements change, the Contractor shall assess the security of MDOT's Agency IT Network and add new functionality and tools as the need arises. The Contractor shall notify the State within seven (7) days when an opportunity to improve the security posture is identified.

Note: Offerors wishing to submit a proposal for this RFP may request to review the table of MDOT security investments in the reading room materials, which will be made available to potential Offerors after signing a NDA.

3.6.7.4 For MDOT Internal Network Resources: The Contractor shall utilize the MDOT-provided intrusion detection tools to proactively prevent network intrusions.

3.6.7.5 Remote access - The Contractor shall provide system administration, capacity, and availability management services of remote connectivity solutions. MDOT security team will provide account administration.

3.6.7.6 MDOT has the need to share information with its business partners. The Contractor shall participate in the design, planning, implementations and administration services to provide this connectivity balanced with the security of the network to both DoIT and MDOT employees and agents and to facilitate business-to-business and business-to-government Server to Server VPN tunnels only.

3.6.7.7 The Contractor shall, as requested by the MDOT, cooperate with forensic investigations related to any MDOT network system or device.

3.6.7.8 The Contractor will work in collaboration with the State and law enforcement agencies in accordance with the State of Maryland IT Security Policy and Standard and the MDOT Security Plan and follow best practices including but not limited to:

a. The recovery, handling and tracking of digital evidence;

b. The preservation of the chain of custody of evidence; and

c. Report preparation and review.

Note: the State may determine that a more qualified resource is required and will make the assignment of that resource to assist in the task.

3.6.7.9 Patch Management and Virus Protection – The Contractor shall administer and manage the vulnerability patch management and anti-virus suite software to all networked systems and devices.

3.6.7.10 The Contractor shall be responsible for successfully patching network systems as requested via a service ticket.

3.6.7.11 Security integration services - The Contractor shall be required to work with application developers and State agents to perform security analysis, risk assessments and interpretation of MDOT and State of Maryland security policies, procedures and regulations as required on all new business applications.

3.6.7.12 Vulnerability assessments and scans - The Contractor shall conduct vulnerability scans on all new and existing application server hardware, software, services, to ensure that all devices and services remain in security compliance and shall provide recommendations for corrective actions.

a. Monthly Vulnerability Scans - The Contractor shall conduct monthly vulnerability scans for the MDOT IT Network.

b. Vulnerability Report - The Contractor shall provide a monthly vulnerability report.

3.6.7.13 Wireless Security - The Contractor shall provide security services for LAN and WAN wireless technologies. For the wireless network infrastructure, the Contractor shall provide:

a. Testing and analysis of vulnerable and rogue wireless access points; and

b. Testing and analysis of mobile devices that could unknowingly or voluntarily provide unauthorized network access to valuable resources due to poor planning or configuration.

3.6.7.14 Internal Network security - The Contractor shall maintain intrusion detection and prevention as coordinated and approved by State staff for MDOT Internal Network Resources. Intrusions include, but are not limited to, electronic tampering, and unauthorized access. Intrusion detection also includes virus detection, elimination, and prevention and incident management. At a minimum, the Contractor shall use the current MDOT toolset. This, however, does not prevent the Contractor from suggesting additional software for perimeter security purposes.

3.6.7.15 The Contractor security service resources shall provide technical guidance, suggestions, and leadership for the MDOT security architecture. This includes by way of example but not limited to, strategic business consulting and development of best practices in the area of IT security, crafting of firewall or switch rule sets.

3.6.7.16 Intrusion Detection Services – The Contractor shall respond to, investigate and remediate intrusions as they occur, either as a result of Contractor's own monitoring efforts or at the request of the State for MDOT owned assets.

3.6.7.17 MDOT Network Security Device Management - The Contractor shall be responsible for Capacity and Availability Management Services of all MDOT network security devices,

including by way of example but not limited to such things as firewalls and VPN appliances. NOTE: MDOT Network firewalls that are at the edge of the network and are supported by networkMaryland™ are excluded from this requirement.

3.6.7.18 Contractor shall provide support and assistance required by MDOT in order to respond to and remediate a security incident on any network system or device.

3.6.7.19 The Contractor shall continuously maintain, at a minimum, one CISSP certified individual who is directly involved in provision of security services to the MDOT network.

3.6.7.20 The Contractor shall manage the MDOT enterprise mobility management (MDM) platform (currently a Blackberry/Good platform).

3.6.8 Back-Up and Restoration Services

3.6.8.1 The Contractor shall provide back-up and restoration services of network devices and servers on the MDOT IT Network to include but not be limited to:

a. Backup and file restoration for all servers and file systems: perform daily full and incremental backups; provide reporting of daily backup results, ability to fully restore servers, ability to perform partial restores including, but not limited to DNS, Active Directory, and DHCP services.

b. Backup and restoration of network device configuration and operating system for all, but not limited to, routers, switches, firewalls, VPN and IDS devices.

3.6.8.2 The Contractor shall use State approved backup tools, media and software.

3.6.8.3 The Contractor shall monitor and report the daily backup schedule and results.

3.6.8.4 The Contractor shall support MDOT's backup and restoration procedures according to the backup and restoration schedule as required by the State.

3.6.8.5 The Contractor shall perform periodic data restoration tests to demonstrate the data and/or configurations can be restored. The Contractor shall perform restoration of network devices and servers no less frequently than once per month, unless otherwise directed by the State.

3.6.8.6 The Contractor shall continue to perform backup restoration on any network device or server until a restore is demonstrated to be successfully performed, and that the Contractor certifies the underlying backup process documented and consistently applied.

3.6.8.7 The Contractor shall perform and deliver to the State an RCA on any failed restoration.

3.6.8.8 The Contractor shall perform an inventory of network device and server backup services to identify those network devices and servers that are not generating a backup (including both failures and absence of logged reports of the device or server). The Contractor shall provide a comprehensive backup status that at a minimum includes: failed backup, no backup, and successful backup.

3.6.8.9 The Contractor shall perform a full network device or server system restore in the Lab environment at least once monthly for up to a total of twelve critical network devices and/or servers identified in the reading room materials, per year. The device to be restored will be chosen by MDOT. At MDOT's option, critical network devices and/or servers identified in

the reading room materials may be exchanged for other critical network devices and/or servers, however, the total number of critical network devices and/or servers subject to this requirement shall not increase.

3.6.9 Asset Management Services

ITAMS tracks all MDOT IT resources, devices, and services. Furthermore, ITAMS provides the framework for the MDOT ITAMS request and service desk processes.

3.6.9.1 The Contractor shall maintain all MDOT IT asset configuration information in the MDOT ITAMS.

3.6.9.2 The Contractor shall update the ITAMS within three (3) calendar days of any individual configuration change.

3.6.9.3 Warehouse Services - The Contractor shall supply and manage a secure and environmentally controlled location (warehouse) to store spare equipment, network consumables and project assets waiting to be deployed. Contractor's services shall support an RFID-based inventory tracking mechanism. MDOT anticipates implementing an RFID-based inventory tracking system in Fiscal Year 18.

3.6.9.4 Note: The Contractor will be provided MDOT reorder points (ROPs) and economic order quantities (EOQs). All inventory items will be purchased by MDOT for the sole use for State business.

3.6.9.4.1 The inventory items shall be managed by way of "secure storerooms", an inventory feature of the ITAMS. The storeroom shall be subject to standard MDOT inventory policy.

3.6.9.4.2 The levels for the inventory items shall be mutually agreed to by the Contractor and MDOT.

3.6.9.4.3 The Contractor shall notify MDOT to reorder inventory items to replenish and maintain EOQ.

3.6.9.4.4 The Contractor shall be responsible for returning and tracking defective merchandise to the manufacturer or vendor on behalf of MDOT for credit, exchange or repair.

3.6.9.4.5 Equipment being retired shall first be evaluated by MDOT Network Manager or NOC Manager for inclusion into the equipment inventory, or discarded.

3.6.10 IT Service Continuity Management (ITSCM)

ITSCM, as defined by ITIL, supports business continuity by ensuring that the required IT facilities (computer systems and networks) can be restored within the agreed timeframe. MDOT considers business continuity to be comprised of two (2) categories including DR and disaster drills (e.g., table top and DR exercises).

3.6.10.1 The Contractor shall provide ITSCM services for the Agency IT Network.

3.6.10.2 The Contractor shall provide a Disaster Recovery Coordinator (DRC) who shall be responsible for the following:

a. Coordinating and scheduling table top drills and simulation drills, which include creating and publishing minutes of the drills and meetings within four (4) business days.
b. Facilitate pre-drill and post-drill review meetings, including documenting the drill and lessons learned.
c. Documenting and publishing action items for corrective actions resulting from the drills and make appropriate updates to the MDOT IT Network Disaster Recovery Plan (the "MDOT IT Network DRP").
d. Maintaining the NMS-related content of the MDOT IT Network DRP.
e. Create and maintain the MDOT IT Network DRP to be delivered within six (6) months of NTP Date and updated annually thereafter. The MDOT IT Network DRP shall be compliant with any State DR policies, procedures, and plans.

3.6.10.3 Disaster Recovery

A Disaster shall be defined as a major incident that seriously disrupts, or is expected to disrupt, operations for 12 or more hours, or as declared by MDOT Executive management, where no workaround is available within 48 hours and requires the services to be relocated or reconstructed.

3.6.10.3.1 The Contractor shall participate in the review, update and execution of the MDOT/TBU Disaster Recovery Plan (the "MDOT/TBU DRP") detailing each of the TBUs and MDOT headquarters, to the extent that the MDOT IT Network is required to support those activities.

3.6.10.3.2 In the event of a Disaster, the Contractor shall, under the direction of the MDOT Disaster Recovery Manager (DRM), use the spare equipment, network consumables and project assets as required, to initially respond.

3.6.10.3.3 The Contractor shall be responsible for remediating and restoring those systems, devices, equipment, and tools for which the Contractor is responsible under this Contract.

3.6.10.4 Disaster Drills

3.6.10.4.1 The Contractor shall provide support to MDOT when DR tests are executed at the MDOT remote site. A minimum of one (1) and maximum of two (2) tests are executed each year, as scheduled by MDOT.

a. The Contractor shall provide network engineers and security resources to assist in the preparation for and execution of each DR test.
b. The Contractor shall provide detailed documentation of any engineering, security or configuration activities that it performs to prepare for and execute the tests (e.g., Firewall - VPN configuration tasks executed to accomplish connectivity to the MDOT remote site for testing).
c. The Contractor shall provide one (1) resource to participate in the MDOT Disaster Recovery Team (See Section 3.6.3.3.3). This resource will attend DR meetings and test planning sessions as required.

3.6.10.4.2 The Contractor shall follow the State Guidelines for DR as described in the DoIT Information Technology Security Policy and Standards document.

3.6.11 Capacity Management SLAs

The purpose of Capacity Management SLAs is to quantify the Contractor's expected performance for recurring services and the liabilities for poor performance. The goal is to prompt good Contract performance. The Contractor shall track and report to the State on all SLAs and shall ensure that the State has real-time access to all source data on which the SLA reporting is based, for any SLAs the State does not have direct access (e.g. invoice date).

3.6.11.1 Liquidated damages shall apply to SLAs as described in each SLA below.

3.6.11.2 Liquidated damages shall be calculated and applied monthly, beginning on the first day of the month and concluding on the last day of the month.

3.6.11.3 All calculated values shall be rounded to the nearest cent or percentage. For example, $0.3444 shall be rounded to $.34 and $0.345 shall be rounded to $.35; 0.093 shall be nine (9) percent and .097 shall be 10 percent.

3.6.11.4 Without affecting any rights or remedies available to the State under the Contract, the State may require a corrective action plan in the event Contractor fails to meet an SLA two (2) or more times within a rolling six (6) month period. In the event the State requires a corrective action plan, the Contractor shall provide a written response within seven (7) days of the date of the notice and shall immediately implement the plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

3.6.11.5 The Contractor shall not be assessed liquidated damages to the extent that performance of its obligations is prevented by an event of Force Majeure. Contractor shall provide the State with written notice of any Force Majeure occurrence as soon as the delay is known. The Contract Manager must concur in writing that performance was prevented by an event of Force Majeure, such concurrence not to be unreasonably withheld. "Force Majeure" means an event that cannot be reasonably anticipated or controlled by the State or the Contractor or others under the Contractor's control and includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Department in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented.

3.6.11.6 All outages shall be immediately logged and tracked as an incident in the MDOT ITAMS system.

3.6.11.7 In order to ensure appropriate service ticket classification, all service tickets that are declared a Priority 4 or Priority 5 as defined in 3.6.2.13 require the approval of the MDOT NOC Manager. The Contractor shall have the ability to dispute a service ticket classification only after the incident has been resolved.

3.6.11.8 The Contractor SLAs shall be:

a. SLA 1 - The Contractor shall ensure that all service tickets are resolved in the respective time frames specified in Section 3.6.2.13. The SLA always applies unless the hardware or software that is the subject of the Service ticket is both past end of life (meaning the last date for manufacturer support has passed) and there is no spare.

Priority 5	Resolve in four (4) hours or less. Triage updates within the first two (2) hours; followed by hourly updates.
Priority 4	Resolve within 12 hours or less. Triage updates within the first two hours; followed by hourly updates.
Priority 3	Resolve within 24 hours or less. Triage updates every four (4) hours.
Priority 2	Resolve within 72 hours or less
Priority 1	Resolve in seven (7) calendar days or less

i. Service ticket priorities are determined at the sole discretion of the State.
ii. Service tickets are considered resolved when service is restored, and the ticket is marked as resolved by the Contractor.

Table of Examples – Table 5 contains two (2) examples that include, but are not limited to, service tickets and the appropriate SLA responses.

TABLE 5 – SERVICE TICKET EXAMPLE

	Service Ticket Example	Acceptable SLA Response Example
1.	The NOC receives an alert that a router has issued an error trap. Several network users at a single location are unable to utilize business critical network services to another MDOT facility	1. A Priority 5 service ticket is opened by the NOC. 2. The MDOT NOC Manager confirms the priority level. 3. The service ticket is assigned to the Contractor, and the Contractor is alerted. 4. The Contractor sends acknowledgement of the issue to the respective TBU representative within 15 minutes of the ticket being initiated. 5. The new router is installed and activated in less than four (4) hours, resulting in service restoration to the affected network users. 6. At the discretion of MDOT, a RCA is conducted and a report is delivered within five (30) calendar days of ticket resolved date.
2.	The Service Desk receives a call for a security scan on a network Personal Computer (PC).	1. A Priority 3 service ticket is opened and assigned to the Contractor. 2. The Contractor performs the security scan and delivers the results in 24 hours.

iii. Measurement Process:
The duration of each service ticket is measured from the "reported" date and time stamp to the "resolved" date and time stamp. The service ticket "reported" date is the date and time of opening the service ticket. The

service ticket "resolved" date and time is measured when the service ticket status is changed to indicate service is restored. This time will be summarized and calculated by the ITAMS report that is available to both MDOT and the Contractor at all times, via the ITAMS.

iv. Liquidated Damages:
For every service ticket that is not resolved in the allotted timeframe, the following schedule of liquidated damages will be assessed until the service ticket is resolved. Resolution time will be rounded to the nearest unit (i.e., full hour for Priorities 5 and 4; or full calendar days for Priorities 3, 2 and 1).

Priority 5	$1,000 for every hour beyond 4 hours
Priority 4	$ 500 for every hour above 12 hours
Priority 3	$ 600 for every day above 24 hours
Priority 2	$ 400 for every day above 72 hours
Priority 1	$ 200 for every day above 7 days

ITAMS generates a liquidated damages report. Table 6 is a sample of how the liquidated damages report might appear:

TABLE 6 - LIQUIDATED DAMAGES REPORT SAMPLE

Ticket	Priority	Open Date and Time	Close Date and Time	Resolution Time (Units)	Acceptable Resolution Time (Units)	Liquidated Damage based on Priority	Liquidated Damages Applied
001	5	02/01/2008 01:00	02/01/2008 01:20	.3 hour	4 hours	$1,000*1 hour period	$0.00
002	4	02/05/2008 09:00	02/05/2008 16:00	15 hours	12 hours	$800 * 3 hour period	$2,400.00
003	4	02/22/2008 09:00	02/22/2008 10:30	1.5 hours	12 hours	800*60 minute period	$0.00
004	3	02/24/2008 15:00	02/24/2008 17:00	.08 day	24 hours	$600*1 Day	$0.00
February Liquidated Damage							**$2,400**

b. SLA 2 - Invoices shall be received by the date specified in Section 3.18. Invoicing.

i. Measurement process: The received date shall be stamped on each invoice as it is received (via e-mail).

ii. Liquidated damages of $500 per calendar day will be assessed for each full calendar day that the invoice is past due.

c. SLA 3 - The Contractor shall ensure all backups referenced in 3.6.8, including: network devices and ENT servers, complete successfully on a daily basis, including weekends.

i. Measurement process: Consolidated reports from backup tools showing successful, failed, and not processed (i.e., no backup).

ii. Liquidated damages of $1,000.00 per calendar day will be assessed for each full calendar day beyond three (3) calendar days that the backup goal is not achieved.

d. SLA 4 – The Contractor shall complete the Transition-In period and assume operational responsibility of the MDOT IT Network within 90 days of NTP Date.

i. Measurement process: the date of State approval the Transition-In period is complete, as defined in Section 3.5.4.6.

ii. Liquidated damages of $20,000 per calendar day will be assessed for each full calendar day beyond the 90 days after NTP Date the Transition-In period is not complete.

e. **SLA 5** – The Contractor shall ensure that detailed RCA reports (see 3.8.1.1) and related recommendations are delivered within thirty (30) calendar days of ticket closure. Any required extension must be approved by the NOC Manager.

i. Measurement process: Contractor delivers to MDOT an RCA report, and Contractor's RCA report is accepted by MDOT, which acceptance MDOT shall not unreasonably withhold.

ii. Liquidated damages of $1,000 per calendar day will be assessed for each full calendar day beyond thirty (30) calendar days that the RCA report is not received and accepted.

3.6.12 MDOT Network Program Services

CPM Services includes providing oversight for the overall management of the MDOT Network Program to include labor resources, logistics, accounting, invoicing, any participation in the PMO, best practices, and strategic planning.

3.6.12.1 The Contractor shall provide CPM Services to ensure Contractor compliance with the requirements contained in this RFP.

3.6.12.2 The Contractor shall ensure that Contractor Personnel assigned to the MDOT Network Program follow MDOT configuration control, asset management, and logistics procedures.

3.6.12.3 The Contractor shall ensure that Contractor Personnel assigned to the MDOT Network Program use MDOT approved project management and scheduling software to document and track all project activity.

3.6.12.4 The Contractor shall participate in MDOT's PMO to further develop standardized processes and oversight of IT projects.

3.6.12.5 The Contractor shall manage the Contractor Personnel assigned to the MDOT Network Program in terms of:

a. Ensuring and tracking the overall performance of the MDOT Network Program objectives and SLAs;

b. Produce and deliver status reports;

c. Produce and deliver accurate and timely invoices containing all pertinent supporting documentation; and

d. Overall MDOT Network Program management.

3.7 MDOT Work Orders

3.7.1 MDOT may issue, at its discretion a Work Order to obtain on-demand services, following the Work Order requirements identified in Section 3.16. The scope of MDOT on-demand services may include but are not limited to:

A. Agency IT Network server support
B. ENT support that is not covered under MDOT Capacity Management
C. Strategic support, IT consulting services, planning, and design services
D. Web, database, and software services (e.g. administration, design, and development, software configuration management)
E. End user and desktop support
F. Computer and IT related training
G. Cabling and wiring services
H. IT forensic and security services that is not covered under MDOT capacity management
I. Business and financial analysis, quality assurance, program management, and project management
J. Audio/visual, voice, video, and unified communications support services
K. Network infrastructure services
L. Documentation and technical writing services
M. Specialized skill-sets are required or;
N. Additional labor resources are needed to meet project objectives and SLAs.

3.7.2 Contractor shall not utilize MDOT Capacity Management personnel or resources in the development or performance of on-demand services, including other work for other agencies, except as approved in advance by MDOT.

3.8 MDOT Network Program Reporting

3.8.1 The Contractor shall submit the following reports in the form required and at the frequency specified below as part of satisfactory performance under the MDOT Network Program.

3.8.1.1 RCA Reports

As requested by MDOT, the Contractor shall perform a RCA and submit the RCA report to MDOT within thirty (30) calendar days, unless otherwise agreed upon by the State.

The Contractor shall perform an RCA for any failed backup restoration (see 3.6.8.7).

3.8.1.2 MDOT Network Program Budget Report

a. The Contractor shall detail monthly, year-to-date and MDOT Network Program to date totals. The categories shall include, but not be limited to:

i. Approved monthly spend forecast for Capacity Management and MDOT Work Orders

ii. Actual monthly spend to date (Capacity Management and MDOT Work Orders)
iii. Actual MDOT Work Order expenditures by Work Order
iv. Projected MDOT Work Order expenditures for each month through projected completion, for approved Work Orders.

3.8.2 MDOT Capacity Management Services Network and Server Management Reports

a. Vulnerability Report - Once monthly, the Contractor shall conduct a vulnerability assessment and subsequent report to include details including:

i. Results organized by TBU
ii. Password strength and permissions
iii. Registry exposures
iv. Operating system and system services exposures
v. Software products including FTP exposures
vi. Denial of service
vii. Web services exposures
viii. Internet exposures
ix. Remote access exposures

b. Stale Computers Report –The Contractor shall provide to MDOT a monthly report of computers that have not contacted the MDOT IT Network in a specific number of days. all stale endpoints as defined as those endpoints, (laptops, tablets, workstations) that have not checked into the MDOT network in over 60 days.

c. Stale Users Report – The Contractor shall provide a monthly report of all stale user accounts within the Enterprise as defined as those Active Directory accounts that have not logged on to the MDOT network in over 60 days.

d. TBU Patching Report - The Contractor shall provide a monthly report of a snapshot for all endpoints on the MDOT network that identify all security vulnerabilities, missing OS and software vendor patches, out of date virus DAT files and service packs. This report is to be broken down by Business Unit with a ranking for each finding as to risk and impact along with a recommended solution for remediation. The report is to be provided to the IT Director of each business unit and the Director of Security for MDOT.

e. PMO Weekly Report - The Contractor shall provide to the PMO a weekly status report regarding active projects.

f. Daily backup and restore reports as described in Section 3.6.8.

3.8.3 MDOT AD Health Reports

3.8.3.1 The Contractor shall deliver a monthly report detailing the health, performance and efficiencies of the MDOT Active Directory forest.

3.8.4 MDOT IT Network Health Report

3.8.4.1 As described in Section 3.6.4.43, the Contractor shall deliver an annual MDOT IT Network health and recommendation report.

3.9 Contract Transition-Out

3.9.1. Contract Completion - Transition-Out Plan

3.9.1.1 The Contractor shall provide a draft and a final Transition-Out Plan for approval prior to completion of the Contract, on a date specified by the Contract Manager, outlining the steps necessary to transition activities to DoIT or its designee(s). The plan shall include at a minimum, for each Requesting/Billed Agency receiving services under this RFP:

a. Schedule of transition activities
b. Report of all open tickets with status, chronological history, steps to close
c. Network and premise fiber inventory report
d. Transitional communication plan
e. Risks and vulnerabilities matrix as of three (3) months prior to end of Contract
f. Current network diagrams and component configurations
g. Current performance, capacity, and bandwidth utilization measurements
h. Any and all network engineering records related to the Agency IT Network
i. Security Information and data – Any and all accounts and passwords related to the Agency IT Network
j. Process for conducting exit interview with Contractor Personnel

3.9.1.2 Upon approval, the Contractor shall execute the final Transition-Out Plan.

3.9.1.3 The Contractor shall resolve all service tickets that are open and assigned to the Contractor prior to Contract expiration.

3.9.1.4 The Contractor shall return, as part of the exit interview process, any of the following that were provided to the Contractor by the State:

a. Badges, keys, and tokens
b. All State information and data that is not on State servers

3.9.1.5 The Contractor shall ensure the equipment listing, assets, and network configuration information provided in all ITAMs is up to date and accurate.

3.9.1.6 The Contractor shall turn-over any network devices from spare equipment, project assets, and network consumables. The State reserves the right to conduct an accounting and audit of reserves to assure the reserves match the State's records. The Contractor shall be responsible for correcting any accounting/audit variances at its sole expense.

3.10 Security Requirements

3.10.1 The State of Maryland has a complex regime of security standards and practices to which it adheres. Moreover, other entities such as the federal government provide additional regulatory burden upon the State. The requirements contemplated herein are a representation of many of the current standards which exist. However, there may be other standards which arise and may require the Contractor participate or implement. The Contractor is expected to adhere to all the

security requirements that the State may impose and that this is contemplated entirely in the Offeror's proposal.

Such security requirements include all appropriate practices for protecting State data.

3.10.2 The State shall be provided an opportunity to either receive a report or audit the Contractor's compliance to the security requirements and standards defined in the Contract.

3.10.3 The Contractor shall perform such activities to help MDOT maintain PCI security compliance, including but not limited to:

3.10.4 participating in the PCI compliance process; and

3.10.5 establishing, updating, and performing procedures that are compliant with a PCI-compliant system.

3.10.6 Contractor shall remove any Contractor Personnel from working on the resulting Contract where the State of Maryland determines, at its sole discretion, that said Contractor Personnel has not adhered to the security requirements specified herein.

3.10.7 Additional security requirements may be established in a Task Order or a Work Order.

3.10.8 Employee Identification

3.10.8.1 Each person who is an employee or agent of the Contractor or Subcontractor (Contractor Personnel) shall display his or her company ID badge at all times while on State premises without exception. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

3.10.8.2 At all times at any facility, the Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.10.8.3 Resources proposed to perform services for MDOT's MDOT MAA must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications.

3.10.8.4 Resources proposed to perform services for MDOT's MDOT MPA must be capable of qualifying for and obtaining a Transportation Worker Identification Credential (TWIC).

SPECIAL NOTICE TO OFFERORS – TWIC

1. The TWIC is a federally mandated vital security measure designed to ensure that individuals who pose a threat do not gain access to restricted and/or secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners.

2. Most persons who will perform work on marine terminals under a contract with the State will be required to obtain a TWIC. See Special Provision SP-32 for MDOT MPA TWIC requirements for this Contract. Enrollment and issuance began at the Port of Baltimore, Maryland on November 21, 2007. To obtain a TWIC, an individual must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. Pre-enrollment is recommended as it is designed to save applicants time by enabling them to provide their biographical information and make an appointment for in-person enrollment.
3. For more information about the TWIC program and how to enroll please visit the TSA TWIC website at www.tsa.gov/twic .
4. The local TWIC enrollment center is located at:

   TWIC Enrollment Center

   Suite 220

   2200 Broening Hwy

   Baltimore, MD 21224

3.10.8.5 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

3.10.9 Information Technology

3.10.9.1 The Contractor and Contractor Personnel shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy. For MDOT Network Program work, Contractor and Contractor Personnel shall adhere to the MDOT Security Policy and Standards as identified in Section 3.3.1.

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

3.10.9.3 The Contractor shall only create system accounts (e.g., network accounts, device accounts, application accounts, document passwords) in accordance with applicable State processes. Further, the Contractor shall:

a. For MDOT Capacity Management system accounts: with the full knowledge of MDOT, and
b. For all other system accounts: with the full knowledge of DoIT and the relevant State agency, unless otherwise notified by the Contract Manager.

3.10.10Criminal Background Check

3.10.10.1 Prior to commencement of work, Contractor Personnel to be assigned to perform work under the Contract shall be required to submit background check certification, including fingerprinting, to the Contract Manager (or MDOT Program Manager for the MDOT Network Program) from recognized Law enforcement agencies, including the FBI. This check may be performed by a public or private entity. Contractor shall be responsible for ensuring that its Contractor Personnel background check certifications are renewed annually, and at the sole expense of the Contractor.

The State reserves the right to disqualify any Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that the State determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. The State reserves the right to perform additional background checks on Contractor Personnel.

A. The Contractor shall provide certification to the State that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.

B. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Manager. The Contract Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

C. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

    1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
    2. any crime within Title 7, Subtitle 1 (various crimes involving theft);
    3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
    4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
    5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
    6. a crime of violence as defined in CL § 14-101(a).

D. Contractor Personnel who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

E. A particular on-site location covered by this Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.10.11On-site Security Requirement(s)

For all conditions noted below, the Contractor Personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

3.10.11.1 Any Contractor Personnel entering the premises of a facility under the jurisdiction of the State within the scope of this RFP may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the State.

3.10.11.2 Further, the Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the State that control the facility to which access by the Contractor Personnel will be necessary. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate that Contract for default.

3.10.11.3 Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.

3.10.11.4 Further, Contractor Personnel may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.

3.10.12Data Protection and Controls

Contractor shall ensure satisfaction of the following requirements:

3.10.12.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.10.12.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.

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

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.
3. Ensure that State data is not comingled with any other clients' data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

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

   http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm
5. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy.
6. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The State shall have the right to inspect these policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
7. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
8. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.

9. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
10. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's security policy. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
11. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx), including specific requirements for password length, complexity, history, and account lockout.
12. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
13. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
14. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
15. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of

vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

3.10.12.3 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

3.11 Performance and Personnel

3.11.1 Contractor Personnel Management

The Contractor shall provide staffing and resources to fully supply the services identified in this RFP plus any Task Orders and Work Orders issued under this RFP.

A. Contractor Personnel shall work with the State in a spirit of cooperation and in the best interest of the State.
B. The Contractor Personnel shall take direction from other agents as directed or otherwise authorized by the Contract Manager or designee.
C. Contractor shall be responsible for Contractor Personnel scheduling and management.
D. Contractor Personnel shall furnish after hours and on-call support as appropriate for the work performed.
E. Contractor Personnel shall, at no additional cost to the State, possess and maintain pertinent experience, skills, and certifications as defined in the appropriate labor category, and as driven by relevant technology changes throughout the life of this Contract.
F. Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the resulting Contract.
G. Contractor shall not utilize Contractor Personnel assigned to MDOT Capacity Management roles to deliver on-demand services work, including MDOT Work Orders.
H. With the exception of Contractor NOC Personnel, Contractor Personnel assigned to MDOT Network Program shall work exclusively on the MDOT Network Program, unless otherwise explicitly identified and approved by the State.

3.11.2 Work Hours (other than Contractor NOC Personnel)

If not otherwise specified, the following work hours requirements are true:

A. Business Hours Support: The collective assigned Contractor Personnel shall support core business hours (08:00 AM to 6:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the State. Contractor Personnel shall also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration. Note that MDOT's operations extend beyond Business Hours, typically on an expanded schedule specific to a particular TBU (e.g. MDOT MVA operates Saturday hours at its retail branches, the airport is open 24x7). The State expects Contractor Personnel assigned to MDOT Network Program to provide prompt support to the MDOT TBUs.

B. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the State infrastructure, they shall as needed participate in a rotating emergency on-call schedule, providing non-business hours support.

C. Non-Business Hours Support: After hours support may be necessary to respond to emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing activities would be billed on actual time worked at the rates proposed.

D. State-Mandated Service Reduction Days: Contractor Personnel may be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor will be notified in writing by the Contract Manager of these details.

3.11.3 Labor Categories

3.11.3.1 Each Labor Category includes Title, Position Description, Education and Experience (General and Specialized).

3.11.3.2 Proposal

A. The Labor Categories are identified and described in Attachment T. To be responsive to this RFP, Offerors must be capable of providing and meeting the qualifications for all the labor categories listed.

B. Offerors shall submit a Revised PRICE SHEET V2 12-16-2016 V2 12-16-2016 (Attachment F) that provides labor rates for all labor categories for all Contract years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in Section 1.23. Resumes for resources provided later for the MDOT Network Program shall be coordinated by the MDOT Program Manager. If requested in a Task Order or Work Order, management of the process for potential resources shall be governed by the Task Order/Work Order process.

3.11.4 Contractor Personnel Experience (including Key Personnel submitted in response to this RFP)

3.11.4.1 Minimum Qualifications:

Education and experience described in this RFP constitute the minimum qualifications for candidates proposed in response to a RFP. All experience required must have occurred within the most recent ten (10) years.

3.11.4.2 Substitution of Education for Experience.

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.11.4.3 Substitution of Experience for Education.

Substitution of experience for education may be permitted at the discretion of the State.

The Contractor may propose resources that have significant work experience as substitution in place of an educational degree requirement. Any such substitution must be reviewed and approved by the State on a case-by-case basis.

3.11.4.4 Substitution of Professional Certificates for Experience:

Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.12 Problem Escalation Procedure

3.12.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.12.2 The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel, as directed should the Contract Manager not be available.

3.12.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

A. The process for establishing the existence of a problem;

B. The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;

C. Circumstances in which the escalation will occur in less than the normal timeframe;

D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;

E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;

F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and

G. A process for updating and notifying the Contract Manager of any changes to the PEP.

3.12.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.13 Deliverables

3.13.1 Deliverable Submission

3.13.1.1 All document deliverables, including for the MDOT Network Program, shall be delivered at a minimum in electronic format to the Contract Manager in electronic version. At the Contract Manager's discretion, the Contract Manager may request hard copies of a written deliverable.

3.13.1.2 Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version.

3.13.1.3 For every deliverable, the Contractor shall request the Contract Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

3.13.1.4 A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.

3.13.1.5 For any written deliverable, the Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.13.3. Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.13.3.

3.13.1.6 The Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

3.13.2 Deliverable Acceptance

3.13.2.1 A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.13.4 Deliverable Descriptions/Acceptance Criteria.

3.13.2.2 The Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The Contract Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.

3.13.2.3 The Contract Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment R). Following the return of the DPAF indicating "Accepted" and signed by the Contract Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.18.

3.13.2.4 In the event of rejection, the Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

3.13.3 Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

a. Be presented in a format appropriate for the subject matter and depth of discussion.
b. Be organized in a manner that presents a logical flow of the deliverable's content.
c. Represent factual information reasonably expected to have been known at the time of submittal.
d. In each section of the deliverable, include only information relevant to that section of the deliverable.

e. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.

f. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.

g. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

h. Must contain the date, author, a revision table, and page numbers.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

3.13.4 Contract Deliverable Descriptions / Acceptance Criteria

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.13.4.1	Problem Escalation Procedure	A PDF document submitted electronically to MDOT.	Initial Delivery: NTP+ 10 business days Updates: As needed
3.13.4.2	MBE Reports	As defined in Section 1.33	As defined in Section 1.33
3.13.4.3	VSBE Reports	As defined in Section 1.41	As defined in Section 1.41
3.13.4.4	Transition-Out Plan	A Word document delivered electronically to the State as described in Section 3.9. With integrated schedule showing transition-out activities for all Requesting/Billed Agencies	As requested by the Contract Manager

3.13.5 MDOT Network Program Deliverables

Reference Section 3.13.1.1 for deliverable delivery.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.13.5.1	Startup Transition Plan	A PDF document delivered electronically to MDOT.	Initial Delivery: NTP Date + 5 calendar days Updates: weekly updates to risks and schedule

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		Meets requirements identified in Section 3.5.4.4.	
3.13.5.2	Assumptions for Transition-In	A PDF document delivered electronically to MDOT	Initial Delivery: NTP Date + 10 calendar days Updates: weekly as appropriate
3.13.5.3	Service Delivery Model (Policies, plans, and procedures for the MDOT IT Network)	A set of Microsoft Word documents that describe the plans and methodologies employed by the Contractor to successfully manage the MDOT Network Program. See Section 3.5.4.11. Stored and accessible by the State in configuration management tool.	Initial Delivery: NTP Date + 30 calendar days Updates: N/A
3.13.5.4	DR Plan	Create and maintain the MDOT IT Network DRP to be delivered within six (6) months of Contract commencement and updated annually thereafter (See 3.6.10.2.e)	Initial Delivery: NTP Date + 180 calendar days Updates: Yearly
3.13.5.5	Obtain and maintain an ISO 20000 certification	See 3.3.2.13. A certificate of registration that certifies the IT Service Management systems and services furnished under this Contract.	Initial Delivery: NTP Date + 720 calendar days Updates: Yearly
3.13.5.6	Network documentation, equipment, and diagrams	A set of Microsoft Word documents and Visio diagrams delivered and stored electronically at a location specified by MDOT (see Section 3.5.4.5)	Initial Delivery: NTP Date + 90 calendar days Updates: Per the MDOT Release Management Process

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		Stored and accessible by the State in configuration management tool.	
3.13.5.7	Assume operational responsibility for MDOT Capacity Management Services	As described in Section 3.5.4.	NTP Date + 90 calendar days
3.13.5.8	Lab established and functional	Setup and provision the Lab sufficient to perform services described in this RFP (to include but not be limited to Section 3.6.4.36)	NTP Date + 180 calendar days
3.13.5.9	RCA report	A PDF document submitted electronically to MDOT within thirty (30) calendar days as identified in Section 3.8.	Initial Delivery: Per 3.8.1.1Updates: As needed
3.13.5.10	Project Status reports	A Microsoft Word or PowerPoint document delivered electronically to MDOT.	Initial Delivery: NTP Date + 7 calendar days Updates: Monthly
3.13.5.11	MDOT Network Program Budget Report	A PDF document submitted electronically to MDOT detailing monthly, year-to-date, and contract-to-date totals as described in Section 3.8.	Initial Delivery: NTP Date + 180 calendar days Updates: Quarterly
3.13.5.12	Vulnerability Report	A PDF document delivered electronically to MDOT that contains vulnerability audit results for each TBU as described in Section 3.6.7.12.b and 3.8.	Initial Delivery: NTP Date + 90 calendar days Updates: Monthly
3.13.5.13	Stale Computers Report	A PDF document delivered electronically to MDOT as described in Section 3.8.	Initial Delivery: NTP Date + 100 calendar days Updates: Monthly, by the 5th calendar day of the subsequent month

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.13.5.14	Stale Users Report	A PDF document delivered electronically to MDOT as described in Section 3.8.	Initial Delivery: NTP Date + 100 Days Updates: Monthly, by the 5th calendar day of the subsequent month
3.13.5.15	TBU Patching Report	A PDF document delivered electronically to MDOT as described in Section 3.8.	Initial Delivery: NTP Date + 100 calendar days Updates: Monthly, by the 5th calendar day of the subsequent month
3.13.5.16	PMO weekly report	A PDF document delivered electronically to the MDOT Project Manager regarding project status as described in Section 3.8.	Initial Delivery: NTP Date + 5 calendar days Updates: Weekly
3.13.5.17	AD Health report	A PDF document delivered electronically to MDOT as described in Section 3.6.4.6 and 3.8.	Initial Delivery: NTP Date + 180 calendar days Updates: Annually
3.13.5.18	Internet activity reporting	A document delivered electronically to MDOT as described in Section 3.8.	Initial Delivery: As requested by MDOT Updates: As needed
3.13.5.19	Backup success report	A document delivered electronically to the MDO Project Manager as described in Section 3.8	Initial Delivery: NTP + 100 calendar days Updates: Daily
3.13.5.20	Certification of Successful Annual backup restoration	Delivered as described in 3.6.8.	Initial Delivery: NTP + 100 days Updates: Monthly
3.13.5.21	Fiber Infrastructure Documentation	Delivered as described in 3.6.4.28.3.	Initial Delivery: NTP + 270 days Updates: Monthly
3.13.5.22	MDOT IT Environment Health Report	As described in Section 3.6.4.43, the Contractor shall deliver an annual MDOT IT ~~environment~~	Initial Delivery as requested by MDOT. Updates: Annually.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		Network health and recommendation report.	

3.14 Other Agency On-Demand Services (Fixed Price or Time and Material)

3.14.1 DoIT may issue, at its discretion a Task Order or a Work Order to obtain on-demand services.

The scope of on-demand services may include but are not limited to:

A. Agency IT Network server support,

B. Strategic support, IT consulting services, planning, and design services,

C. Web, database, and software services (e.g. administration, design, and development, software configuration management),

D. End user and desktop support,

E. Computer and IT related training,

F. Cabling and wiring services,

G. IT forensic and security services,

H. Business and financial analysis, quality assurance, program management, and project management,

I. Audio/visual, voice, video, and unified communications support services,

J. Network infrastructure services, and

K. Documentation and technical writing services.

Specific tools, if required, will be identified in a Task Order or a Work Order.

See Section 3.7 regarding MDOT Network Program Work Order requirements.

3.15 Task Order Requirements

3.15.1 Services under the Contract will be provided via a Task Order. Specific details regarding work to be performed will be detailed in Task Orders issued by DoIT.

3.15.2 A Task Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Task Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.

3.15.3 Task Orders shall be subject to a “Not to Exceed” ceiling amount that shall not be exceeded without a Task Order modification.

3.15.4 The resulting Task Order and work performed shall be subject to all terms and conditions contained herein.

3.15.5 Work shall not begin in advance of a fully executed Task Order.

3.15.6 Task Order Contents

A Task Order will typically include:

A. Requesting/Billed Agency for whom the work will be performed

B. Technical requirements and description of the service or resources needed

C. List of deliverables,

D. Required services and resources,

E. list of required materials,

F. list of required tools,

G. Not to exceed value or estimated billable hours.

H. Instructions for submitting invoices

I. Duration of Task Order, if for a duration less than the remaining duration of the Contract

J. Any additional Task Order specific requirements, including scope, insurance, etc.

3.15.7 Task Order Process

A. The State shall e-mail a Task Order request to the Contractor to provide services or resources that are within the scope of this RFP. The Task Order request will include:

1. Data about Task Order scope as detailed in Section 3.15.6,
2. Due date and time for submitting a response to the request, and
3. Required place(s) where work must be performed.

B. The Contractor shall e-mail a response to the State within the specified time and include at a minimum:

1. A response that details the Contractor's understanding of the work;
2. A price to complete the Task Order request using the format provided in Attachment S.
3. A description of proposed resources required to perform the requested tasks, and for T&M Task Orders, including labor categories listed in accordance with Attachment T.
4. An explanation of how tasks shall be completed. This description shall include proposed Subcontractors and related tasks.
5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
6. The proposed Contractor Personnel, including any Subcontractor personnel, to complete the Task Order.

C. For Task Order with T&M components, the State will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Task Order, the State will review the response and will confirm the proposed prices are acceptable.

D. The State may contact the Contractor to obtain additional information, clarification or revision to the Task Order, and will provide the Task Order to DoIT procurement for a determination of compliance with the Contract and a determination whether a change order is appropriate. Documented DoIT procurement approval is required before Task Order execution by the State.

E. Proposed personnel on any Task Order shall be approved by the State unless specifically waived by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed using the labor categories listed in Attachment T. The Contract Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.

F. Performance of services under a Task Order shall commence consistent with an NTP issued by the Contract Manager for such Task Order.

3.16 Work Order Requirements

3.16.1 The State may obtain additional services and/or resources via a Work Order. A Work Order is subject to the general scope of this RFP.

3.16.2 A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.

3.16.3 Work Orders shall be subject to a “Not to Exceed” ceiling amount that shall not be exceeded without a Work Order modification.

3.16.4 The resulting Work Order and work performed shall be subject to all terms and conditions contained herein.

3.16.5 Work shall not begin in advance of a fully executed Work Order.

3.16.6 Work Order Contents

A Work Order will typically include:

A. Requesting/Billed Agency for whom the work will be performed

B. Technical requirements and description of the service or resources needed

C. List of deliverables,

D. Required services and resources,

E. list of required materials,

F. list of required tools,

G. Not to exceed value or estimated billable hours.

H. Instructions for submitting invoices

I. Duration of Work Order, if for a duration less than the remaining duration of the Contract

J. Any additional Work Order specific requirements, including scope, insurance, etc.

3.16.7 Work Order Process

A. The State shall e-mail a Work Order request to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order request will include:

1. Data about Work Order scope as detailed in Section 3.16.6
2. Due date and time for submitting a response to the request, and
3. Required place(s) where work must be performed

B. The Contractor shall e-mail a response to the State within the specified time and include at a minimum:

1. A response that details the Contractor's understanding of the work;
2. A price to complete the Work Order request using the format provided in Attachment S.
3. A description of proposed resources required to perform the requested tasks, and for T&M Work Orders, including labor categories listed in accordance with Attachment T.
4. An explanation of how tasks shall be completed. This description shall include proposed Subcontractors and related tasks.
5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
6. The proposed Contractor Personnel, including any Subcontractor personnel, to complete the Work Order.

C. For Work Order with T&M components, the State will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the State will review the response and will confirm the proposed prices are acceptable.

D. Proposed personnel on any Work Order shall be approved by the Contract Manager or his/her designee unless specifically waived by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed using the labor categories listed in Attachment T. The Contract Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.

E. Documented DoIT procurement approval is required before Work Order execution by the State.

F. The signed Work Order and associated approved purchase order shall be considered 'Notice to Proceed'.

3.17 Insurance Requirements

3.17.1 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to business in this State.

3.17.2 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.17 "Insurance Requirements," within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the Contractor shall update certificates of insurance annually, or as otherwise directed by the Contract Manager.

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

3.17.3.1 General Liability - The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or Subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

3.17.3.2 Errors and Omissions/Professional Liability - The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $1,000,000 per occurrence.

3.17.3.3 Employee Theft Insurance - The Contractor shall maintain Employee Theft Insurance with minimum limits of $1,000,000 per occurrence.

3.17.3.4 Cyber Security / Data Breach Insurance - The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of one million dollars ($1,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.

3.17.3.5 Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

3.17.3.6 Automobile and/or Commercial Truck Insurance - The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.17.3.7 Individual Task Orders may specify additional insurance requirements. Evidence of meeting Task Order insurance requirements shall be furnished within five (5) business days after Task Order award.

3.17.4 State Inclusion on Insurance

The State shall be listed as an additional insured on all policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal,

the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.17.5 Subcontractor Insurance

The Contractor shall require that any Subcontractors providing products/services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

3.18 Invoicing

3.18.1 Invoicing General (including MDOT Network Program)

3.18.1.1 Invoices shall be submitted as directed in a Task Order or Work Order. The State may direct the Contractor to send invoices directly to a Requesting/Billed Agency. When this occurs, the Contractor shall send a copy of each invoice to the DoIT Contract Manager in electronic format, including for the MDOT Network Program.

3.18.1.2 Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in a Task Order or Work Order.

3.18.1.3 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.

3.18.1.4 Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information. Invoicing shall be accompanied by signed notice(s) of acceptance for all invoices submitted for payment.

3.18.1.5 Invoicing shall be submitted monthly unless otherwise indicated in a Task Order or Work Order.

3.18.1.6 Timely Invoice Submission

A. Invoices shall be submitted within 30 calendar days of the expected invoice date.

B. Unless otherwise <u>noted in advance</u> in any of: a Task Order or Work Order, or as directed in writing by the Contract Manager:

   1. The expected invoice date shall be calculated as no later than 30 calendar days after the end of the month when a billable activity or deliverable is performed/submitted;

   2. The State shall not be responsible for payment of invoices submitted later than 60 calendar days after the expected invoice date.

C. Liquidated damages apply to invoices as described in Section 3.19.5.1.

D. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date. Any final monthly invoice shall include all charges for data retention.

3.18.1.7 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.

3.18.1.8 Unless specified otherwise in a Task Order, Work Order or 3.18.2, the following invoicing requirements apply:

A. All invoices shall at the minimum, include the following information:

1. Name and address of the Requesting/Billed Agency
2. Contractor name
3. Products(s) and/or service(s) purchased listed separately including the amount for each individual charge (i.e., 5 – ABC Hardware @ $2,000 Total $10,000.00, 2 - Training @ $100.00 Total $200.00, Installation one-time cost $300.00)
4. Supporting Documentation
5. Contractor point of contact with telephone number and e-mail address
6. Remittance address
7. Federal taxpayer identification or (if owned by an individual) Contractor's social security number
8. Invoice period, invoice date, invoice number and total invoice amount; and
9. Purchase Order # being billed

B. INVOICE SUBMISSION PROCEDURE

1. A proper invoice shall identify DoIT as the recipient.
2. The Contractor shall e-mail the original of each invoice and signed required materials, for each deliverable being invoiced to DoIT at e-mail address: DOITFISCAL.INVOICESERVICE@maryland.gov, with a copy to the Contract Manager.

C. TIMESHEET SUBMISSION AND ACCEPTANCE

Within three (3) business days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Task Order or Work Order.

At a minimum, each semi-monthly timesheet shall show:

1. Title: "Time Sheet for name of Task Order or Work Order"
2. Issuing company name, address, and telephone number
3. For each employee /resource:
   i. Employee / resource name
   ii. For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.

(a) Tasks completed that week and the associated deliverable names and ID#s

(b) Number of hours worked each day

(c) Total number of hours worked that Period

(d) Period variance above or below 40 hours

(e) Annual number of hours planned under the Contract

(f) Annual number of hours worked to date

(g) Balance of hours remaining

(h) Annual variance to date (Sum of periodic variances)

4. Signature and date lines for the designated State supervisor.
5. Time sheets shall be submitted to the State supervisor prior to invoicing. State supervisor signature on the timesheet indicates authorization to invoice.

3.18.2 MDOT Network Program Invoicing

Unless otherwise directed by the State, invoices for MDOT Network Program (i.e., MDOT Capacity Management Services and MDOT Work Orders) shall:

3.18.2.1 Invoices shall be delivered via e-mail to the MDOT IT Financial Services Manager in PDF format with a copy of each invoice to the DoIT Contract Manager in electronic format.

3.18.2.2 Ensure invoices are received by the 15th day of the month following the performance period. For example, the invoice for the period covering January 1st to January 31st must be received no later than February 15th.

3.18.2.3 A proper invoice for MDOT shall include: name and address of the MDOT TBU being billed, Contractor name, remittance address, federal taxpayer identification, invoice period, invoice date, invoice number, amount due, cumulative amount to date, balance remaining, retainage (if applicable), and the purchase order number(s) being billed.

3.18.2.4 Invoices must be detailed according to the pricing model and invoice example provided in Attachment U – Sample format for MDOT Invoices.

3.18.2.5 Capacity Management invoices shall contain all relevant supporting documentation including SLA reports.

3.18.2.6 Capacity Management invoices shall contain line items for the fixed-price MRC based on the financial proposal attachment F-2 MDOT Capacity Management on the Attachment 1 Revised PRICE SHEET V2 12-16-2016 spreadsheet.

3.18.2.7 The Contractor shall provide an explanation and supporting documentation, where applicable, to all billing inquiries and disputes, within 10 calendar days of initial contact by the MDOT IT Financial Services Manager. Billing disputes not resolved within 10 calendar days shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

3.18.2.8 For MDOT Work Order invoices the Contractor shall:

A. invoice each MDOT Work Order separately according to the corresponding statement of work;
B. contain, in addition to 3.18.2.3, the TBU contact name;
C. ensure that all MDOT Work Order invoices submitted are in direct support of a signed statement of work and an approved, open, and valid purchase order;
D. shall submit a final invoice for a Work Order when all work requirements have been completed and no further charges are to be incurred for the task or project; and
E. shall clearly mark the final invoice for a Work Order as such;
F. In no event submit any invoices be submitted later than 60 calendar days from the task or project completion date. The State shall not be responsible for payment of invoices submitted after 60 days of task or project completion date.

3.18.3 For the purposes of this Contract an amount will not be deemed due and payable if:

A. The amount invoiced is inconsistent with the Contract, including any Task Order or Work Order issued under this Contract.

B. The proper invoice has not been received by the party or office specified in the Contract, Task Order, or Work Order.

C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract, Task Order, or Work Order.

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, Task Order, or Work Order.

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.

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.

3.19 Contract-wide SLAs

The following SLA requirements apply to the entire Contract.

3.19.1 For activity that is not completed within the time(s) specified in the performance measurements below, the Contractor shall be liable for liquidated damages in the amount(s) provided for in this Contract, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

3.19.2 The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as liquidated damages to compensate the State for the Contractor's failure to timely complete Contract work, including Work Orders.

3.19.3 If any of the performance measurements in this section 3.19 are not met during the monthly reporting period, the Contract Manager or designee will notify the Contractor of the standard that is not in compliance.

3.19.4 Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

3.19.5 Performance Measurement

3.19.5.1 Timely Invoices: Invoices shall be received by the date specified in Section 3.18 Invoicing.

A. Measurement process: The received date shall be stamped on each invoice as it is received (via e-mail).

B. Liquidated damages of $500 per calendar day will be assessed for each full calendar day that the invoice is past due.

C. The Timely Invoice SLA set forth herein shall be in effect beginning with the first invoice.

3.19.6 Credit for failure to meet SLA

Contractor's failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The reductions will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

3.20 SOC 2 Type II Audit Report

3.20.1 This clause applies to the Contractor and Subcontractors who perform MDOT Capacity Management Services for the State. The Contractor and/or Subcontractors who provide services that handle Sensitive Data (see Handle definition in 1.2) for MDOT Capacity Management Services must also comply with this clause, assuming the Contractor and/or Subcontractor receives copies of any data for use in providing services, including any system and/or user acceptance testing of the new System and any provided data that contains Sensitive Data.

3.20.2 The Contractor shall have an annual audit performed by an independent audit firm of the Contractor and/or Subcontractors' handling Sensitive Data and/or the Department's critical functions, which is identified as the Contractor-supplied NOC and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor and/or Subcontractors that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated

from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

3.20.2.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Report"). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the Contract Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the Contract Manager by the anniversary date of the initial SOC 2 Report for the preceding calendar year.

3.20.2.2 The SOC 2 Report shall report on the description of the Contractor and/or Subcontractors' system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the contract, specifically the security requirements identified in Section 3.10.

3.20.2.3 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the Contractor's and/or Subcontractors' environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Work Orders under the Contract; or, due to changes in Information Technology or operational infrastructure implemented by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

3.20.2.4 The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.

3.20.2.5 All SOC 2 Reports, including those of the Contractor and/or Subcontractor, shall be performed at no additional expense to the Department.

3.20.2.6 The Contractor and/or Subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the Contract Manager upon completion of each annual SOC 2 Report engagement.

3.20.2.7 The Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each annual final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or Subcontractors along with the date(s) when each remedial action is to be implemented.

3.20.2.8 If the Contractor and/or Subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor and/or Subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.

3.20.2.9 If the Contractor and/or Subcontractors fail during the Contract term to obtain an annual SOC 2 Report by the date specified in 3.20.2.1, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

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4 PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

a) Volume I – TECHNICAL PROPOSAL
b) Volume II – FINANCIAL PROPOSAL

4.2 Volume I – Technical Proposal

Note: Provide no pricing information in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

4.2.1 Format of Technical Proposal

The Technical Proposal will include all items detailed below.

In addition to the following instructions, responses in the Offeror's Technical Proposal must reference the RFP's organization and section numbering (ex. "Section 3.2.1 Response"). Proposals that do not meet this requirement may be deemed non-responsive and not susceptible for award.

This proposal organization will allow direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

4.2.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below in Table 1- Tab Structure Overview and subsequent sub-sections:

TABLE 7 – TAB STRUCTURE OVERVIEW

TAB	TITLE	DESCRIPTION	Page Limit	Section #
A	Title Page and Table of Contents	Include a Table of Contents for the entire Technical Proposal. As necessary, include a table of contents for each tab.	No limit	4.2.2.1
A	Claim of Confidentiality	Include as instructed.	No limit	4.2.2.2
B	Transmittal Letter	Include all required information.	2 pages	4.2.2.3
C	Executive Summary	Provide a summary of entire proposal.	5 pages for summary text with no limit for exceptions	4.2.2.4

D	Minimum Qualifications Documentation	Identify the appropriate references provided in Tab D and describe how they meet the Offeror Minimum Qualifications (RFP Section 2).	5 pages (or 2 pages per example).	4.2.2.5
E	Offeror Technical Response to RFP Requirements and Proposed Work Plan	Respond as instructed. Offerors are reminded to avoid inserting stock materials in their Proposals.	150 pages	4.2.2.6
F	Experience and Qualifications of Proposed Staff	Describe the proposed team and include resumes for Key Personnel.	2 pages per proposed individual	4.2.2.7
G	Offeror Qualifications and Capabilities	Provide the required background information about the Offeror's company.	5-8 pages	4.2.2.8
H	References	Provide references for work completed of similar size and scope.	1 page per reference	4.2.2.9
I	List of Current or Prior State Contracts	Provide information related to other Maryland contracts.	2 pages	4.2.2.10
J	Financial Capability	Provide the requested information demonstrating financial capability to execute the project.	No limit	4.2.2.11
K	Certificate of Insurance	Provide the requested insurance coverage information.	No limit	4.2.2.12
L	Subcontractors	Provide the requested information for all Subcontractors that will work on the Contract if the Offeror receives an award. Include the requested information for Subcontractors.	1 page per Subcontractor	4.2.2.13
M	Legal Action Summary	Provide the requested information.	No limit	4.2.2.14
N	Economic Benefit Factors	Describe the benefits that will accrue to the Maryland economy as a direct or	2 pages	4.2.2.15

		indirect result of its performance of this contract.		
O	Additional Required Technical Submissions	Complete and provide the required Attachments.	No limit	4.2.3
P	Additional Required Submissions	Provide the information as requested	No limit	4.2.4

4.2.2.1 Title Page and Table of Contents (Submit under TAB A)

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.

4.2.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. 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 (see Section 1.14 "Public Information Act Notice").

4.2.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP. The Transmittal Letter should include the following:

A. Name and address of the Offeror;

B. Name, title, e-mail address, and telephone number of primary contact for the Offeror;

C. Solicitation Title and Solicitation Number that the Proposal is in response to;

D. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;

E. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);

F. Offeror's eMM number;

G. Offeror's MBE certification number (if applicable);

H. Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.2.2.4); and

I. Acknowledgement of all addenda to this RFP issued before the Proposal due date.

4.2.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide products/services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

4.2.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.2.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

A. The Offeror shall address each Scope of Work Subsection (i.e. RFP 3.x.y) in its Technical Proposal and describe how its proposed products/services, including the products/services of any proposed subcontractor(s), will meet or exceed the requirement(s). Any paragraph in the Technical Proposal that responds to a Scope of Work Subsection shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition described in Section 3 of the RFP may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible. Exceptions must be clearly identified in the Executive Summary provided in Tab C. The response shall be organized so as to mirror the order of Subsections as provided in Section 3 of this RFP. The technical response shall contain a cross reference to the RFP Subsection and/or lower subsection applicable (i.e. RFP 3.x.y.z).

B. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required products/services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

C. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP Section 3.12.

D. The Offeror shall provide a draft Transition-In Plan describing how the Offeror would implement transition-in activities. Include in the plan the identified risks for transition-

in, particularly for MDOT Capacity Management, and the Offeror's plans for managing those risks. Include a preliminary transition-in project schedule.

E. Experience Table

Complete the table below to indicate experience. Add any additional items of interest as lines at the end of the table.

	Client 1	Client 2	Client 3	Client 4	Add columns as appropriate
Users - Qty					
Locations – Qty					
Servers – Qty					
Network Printers - Qty					
Enterprise Devices - Qty					
Large-scale WAN					
Services Provided (Check all that apply)					
ITIL Best Practices					
PMP Certified Personnel					
SLAs / Performance Based					
Network Infrastructure					
Network Operations Center					
Administration Services					
Security Administration					
Contract Program Management					
Cross Functional Capacity Management (Check all that apply)					
Portfolio Management					
IT Service Continuity Management					
Capacity Management					
Release Management					
Availability Management					
Service Desk Operations					
Asset Management					
Logistics Management to support spares					

4.2.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel, including key personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section. **Offerors be aware of restrictions on substitution of key personnel prior to RFP award (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).**

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

A. The number of years the Offeror has provided the similar services;

B. The number of clients/customers and geographic locations that the Offeror currently serves;

C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;

D. The Offeror's process for resolving billing errors; and

E. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.2.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the products/services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided products/services within the past five (5) years and shall include the following information:

A. Name of client organization;

B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

C. Value, type, duration, and description of products/services provided.

The State reserves the right to request additional references or utilize references not provided by an Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

4.2.2.10 List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing products/services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

A. The State contracting entity;

B. A brief description of the products/services provided;

C. The dollar value of the contract;

D. The term of the contract;

E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.2.2.11 Financial Capability (Submit under TAB J)

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror 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).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

A. Dunn and Bradstreet Rating;

B. Standard and Poor's Rating;

C. Lines of credit;

D. Evidence of a successful financial track record; and

E. Evidence of adequate working capital.

4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.17. See Section 3.17 for the required insurance certificate submission for the apparent awardee.

4.2.2.13 Subcontractors (Submit under TAB L)

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/or VSBE subcontracting goal, 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. See Section 4.2.2.7 for additional Offeror requirements related to Subcontractors.

4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;

B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

C. 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

D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.2.2.15 Economic Benefit Factors (Submit under TAB N)

A. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

D. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

    1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;

    2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or

    3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

F. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland Subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to Subcontractors or information from your Financial Proposal**;
2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
4. Subcontract dollars committed to Maryland small businesses and MBEs; and
5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.2.3 Additional Required Technical Submissions (Submit under TAB O)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2.2.

For e-mail submissions, submit one (1) copy of each with original signatures. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

A. Completed Bid/Proposal Affidavit (Attachment B).

B. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).

C. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).

D. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).

E. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (Attachment M-1)

F. Completed Location of the Performance of Services Disclosure (Attachment N).

G. Labor Classification Personnel Resume Summary (Attachment Q)

4.2.4 Additional Required Submissions (Submit under Tab P)

IMPORTANT! Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror's or Subcontractor(s) services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.

4.2.4.1 Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement),

4.2.4.2 Sample documentation demonstrating policies, plans, and procedures for work to be performed. The documentation shall include, at a minimum, the following for an organization of approximately 10,000 employees:

A. DR Plans and procedures

B. MDOT Capacity Management Services Startup Transition-In Plan

C. MDOT Capacity Management Services Assumptions for Transition-In

D. Network documentation, equipment, and diagrams

E. IT Security Policies

F. ITIL Process Documentation

G. Project Status Report

H. Sample Project Plan

I. Sample Invoice

J. Vulnerability Assessment Report

4.2.4.3 The Offeror must provide, in its Technical Proposal, details on how it will ensure the security of State of Maryland's information assets, including physical and logical security.

4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F - revised. The Offeror shall complete the Revised PRICE SHEET V2 12-16-2016 only as provided in the Price Sheet Instructions and the Revised PRICE SHEET V2 12-16-2016 itself.

4.4 Proposal Packaging

DoIT strongly desires e-mail delivery of Proposals.

4.4.1 Separate e-mails will be submitted for the Technical and Financial proposals. The subject lines of the e-mails shall be: Volume I - Technical Proposal for 060B6400008 - Statewide Network Management Services (NMS) and Volume II - Financial Proposal for 060B6400008 - Statewide Network Management Services (NMS) respectively. Each e-mail shall contain the submission documents detailed in section 4.

4.4.2 The Technical Proposal e-mail(s) shall be in Microsoft Word format (version 2007 or greater). Provide no pricing information in the Technical Proposal (Volume 1). Include pricing information only in the Financial Proposal (Volume II). A second version of Volume I in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 "Public Information Act Notice").

4.4.3 The Financial Proposal e-mail shall include one file attachment containing all submission documents detailed in section 4.3, with password protection. DoIT will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. A second electronic version of Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 "Public Information Act Notice"). Each .pdf format shall be packaged with the appropriate Volume.

4.4.4 DoIT can only accept e-mails that are less than or equal to a certain size. 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) after the subject line information above.

4.4.5 An Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

4.5 Proposal Delivery

4.5.1 Offerors may submit proposals by electronic means as described below to the address provided in the Key Information Summary Sheet.

Electronic means includes e-mail, as requested by the Procurement Officer. If the Proposal is to be submitted electronically, it must be submitted in MS Excel and PDF formats. Any single e-mail must be no more than 25 Mb in size (See Sections 4.4 for additional labeling and packaging instructions).

4.5.2 The Procurement Officer must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

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5 EVALUATION CRITERIA AND PROCEDURE

5.1 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 State reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 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.

5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 4.2.2.6)

The State prefers an Offeror's response to work requirements in the RFP that illustrates 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 demonstrate an understanding of the work requirements and include plans to meet or exceed them.

5.2.2 Approach for MDOT Capacity Management Catalog (See RFP § 4.2.2.6)

5.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.2.2.8 – 4.4.2.14)

5.2.4 Experience and Qualifications of Proposed Staff (See RFP § 4.2.2.7)

5.2.5 Approach to future on-demand services (See RFP § 3.14 and 3.7)

5.2.6 Approach to Transition-In Services and technical risk associated with the MDOT Capacity Management transition-in (See RFP § 4.2.2.6 and 3.5.4)

5.2.7 Maturity of DR/Security model (See RFP § 4.2.4 and 4.2.2.6)

5.2.8 Economic Benefit to State of Maryland (See RFP § 4.2.2.15)

5.3 Financial Proposal Evaluation Criteria

5.3.1 All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Evaluated Price within the stated guidelines set forth in this RFP and as submitted on Attachment F - Revised PRICE SHEET V2 12-16-2016.

5.3.2 For proposals submitted via e-mail, DoIT will contact Offerors for the password to access financial proposal data. DoIT will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the

financial submission will be deemed not susceptible for award; subsequent submissions of content will not be allowed.

5.4 Reciprocal Preference

5.4.1 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 requires that procuring units apply a reciprocal preference under the following conditions:

5.4.1.1 The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the products/services required under this RFP is in another state.

5.4.1.2 The other state gives a preference to its resident businesses through law, policy, or practice; and

5.4.1.3 The preference does not conflict with a Federal law or grant affecting the procurement Contract.

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

5.5 Selection Procedures

5.5.1 General

5.5.1.1 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.

5.5.1.2 In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an 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. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

5.5.2.1 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 Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) is included and is properly completed, if there is a VSBE goal.

5.5.2.2 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.

5.5.2.3 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.

5.5.2.4 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.

5.5.2.5 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. **Offerors may only perform limited substitutes of proposed personnel (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).**

5.5.3 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.

5.6 Documents Required upon Notice of Recommended Award

Upon receipt of notice of recommended award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

A. Contract (Attachment A),

B. Contract Affidavit (Attachment C),

C. MBE Attachments D-2, D-3A, D-3B, within ten (10) Working Days,

D. MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,

E. Non-Disclosure Agreement (Attachment J),

F. VSBE Attachments M-2 and M-3,

G. Evidence of meeting insurance certificate requirements (See Section 3.17.4),

H. Performance Bond (See Section 1.47), and

I. PEP (See Section 3.12), within ten (10) Working Days.

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RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the State. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommended award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon mutual Contract execution, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommended award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D1-A through D-5. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommended award, the Offeror must submit Attachments D-2, D-3A, D-3B and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-1C.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F Revised – Financial Proposal Instructions and Revised PRICE SHEET V2 12-16-2016

The Revised PRICE SHEET V2 12-16-2016 must be completed and submitted with the Financial Proposal.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days in response to a Task Order.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommended award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award.

ATTACHMENT P – Non-Disclosure Agreement (Offeror)

If required (see Section 1.37), this Attachment is to be completed and submitted prior to viewing any documentation set aside in a reading room in advance of the RFP due date.

ATTACHMENT Q – Labor Classification Personnel Resume Summary

If required, this Attachment is to be completed and submitted with the Technical Proposal.

ATTACHMENT R – Agency Deliverable Product Acceptance Form (DPAF)

If required, this Attachment is to be completed upon deliverable acceptance by the State.

ATTACHMENT S – Sample Work Order

If required, this Attachment is to be completed by the State for any additional work under the general scope of this contract

ATTACHMENT T – Labor Categories

This Attachment describes labor categories available for use on this Contract.

ATTACHMENT U – Sample Format for MDOT Invoices

This Attachment describes the format for use on when invoicing any MDOT Network Program charges.

ATTACHMENT T – Sample Diagrams

This Attachment shows high-level examples of the State and MDOT's network architecture.

ATTACHMENT W – Performance Bond

This Attachment is the form to be used for the Performance Bond.

ATTACHMENT A - CONTRACT

Department of Information Technology (DoIT)

"Statewide Network Management Services (NMS)"

060B6400008

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20__ by and between _____ and, on behalf of the STATE OF MARYLAND, the MARYLAND Department of Information Technology (DoIT).

IN CONSIDERATION of the following, the parties agree as follows:

1. Definitions

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

1.1. "COMAR" means the Code of Maryland Regulations.

1.2. "Contract" means this contract for Statewide Network Management Services (NMS).

1.3. "Contract Manager" means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the State.

1.4. "Contractor" means _____, whose principal business address is: _____.

1.5. "Department" means the Department of Information Technology (DoIT).

1.6. "eMM" means eMaryland Marketplace.

1.7. "Financial Proposal" means the Contractor's financial proposal dated _____.

1.8 "Minority Business Enterprise" (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

1.9. "Procurement Officer" means the person identified in Section 1.5 of the RFP or a successor designated by the State.

1.10. "Proposal" means, as appropriate, either or both the Contractor's Technical or Financial Proposal.

1.11 "RFP" means the Request for Proposals for Statewide Network Management Services (NMS), Solicitation # 060B6400008 and any amendments thereto issued in writing by the State.

1.13 "Software" means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. "Software" also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.

1.14. "State" means the State of Maryland.

1.15. "Technical Proposal" means the Contractor's technical proposal dated____.

1.16. "Veteran-owned Small Business Enterprise" (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.17 Capitalized terms used but not defined herein shall have the meaning ascribed to them in the RFP.

2. Scope of Contract

2.1. The Contractor shall provide the products and services set forth in the RFP.

2.2. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through D, the terms of this 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

Exhibit B – The Contract Affidavit dated _____.

Exhibit C – The Technical Proposal.

Exhibit D –The Financial Proposal

2.3 Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order and Task Order

3. Period of Performance

3.1. The Contract shall start as of the date first set forth above ("Effective Date") and shall continue until October 31.2020 ("Initial Term"). In its sole discretion, the State shall have the right to exercise an option(s) to extend the Contract for two additional periods of one year each commencing on the anniversary of the Effective Date (each a "Renewal Term" and collectively with the Initial Term, the "Term").

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, as well as the audit, confidentiality, document retention, patents, copyrights & intellectual property (see §5), warranty, payment and 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. The total payment for products and services provided under a fixed price contract or the fixed price element of a combined fixed price – time and materials contract, shall be the firm fixed price submitted by the Contractor in its Financial Proposal. For time and materials contracts, or contracts which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials services shall not exceed $ _____-- (the "NTE Amount"), which includes $_____ for the Initial Term and $_____ for the Renewal Terms.

The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.2 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.1; (ii) promptly consult with the State and cooperate in good faith with the State to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure databases, systems, platforms and/or applications on which the Contractor is working in an industry standard manner designed to prevent damage or vulnerabilities to any of the same.

4.2. The Contractor shall submit invoices as required in the RFP. Invoices that contain both fixed price and time and material items must clearly identify the items as either fixed price or time and material billing.

Invoices for third-party Software support and maintenance will be paid on an <<enter the payment cycle (e.g., annual, monthly) basis. Each invoice must include the Contractor's Federal Tax Identification Number: _____. The Contractor's eMM identification number is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid

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, , then Contractor will be notified and provided a time specified by the State to cure the breach. If the breach is not cured within the time specified within the notification, 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 State is not evidence that services were rendered as required under this Contract.

5. Patents, Copyrights, Intellectual Property

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. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract (Work Product) shall become and remain the sole and exclusive property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.3. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, Contractor assigns and transfers to the State the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.

5.4. Notwithstanding anything to the contrary in this Contract, to the extent (i) the Work Product incorporates any commercial-off-the shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-party Intellectual Property," which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants to the State, on behalf of itself and any third-party licensors, a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to

use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by Contractor or its third-party licensors that was created by Contractor or its third-party licensors independently from its performance of this Contract and not solely using funds from this Contract.

5.5. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the State and its agents, officers, 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 claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates 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, which consent may be withheld in the State's sole and absolute discretion.

5.6 Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim at its own expense. Except if Contractor has pre-existing knowledge of such infringement, Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to section 5.4; provided that such infringement, misappropriation or violation would not have occurred absent such modification.

5.7. Without limiting Contractor's obligations under Section 5.5, if all or any part of the Work Product or any Third Party Intellectual Property is held, or Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, 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 item or service in accordance with its rights under this Contract; (b) replace the item or service with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item or service so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.

5.8. Except for any Pre-Existing Intellectual Property and Third-Party Intellectual Property, 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.

5.9. Contractor, on behalf of itself and its Subcontractors, hereby agrees not to incorporate, link, distribute or use any Third-party Intellectual Property 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 such other open source software.

5.10. 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.

5.11. The Contractor shall report to the State, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Work Product delivered under this Contract.

6. Indemnification

6.1. The contractor shall defend, indemnify, and hold the State, its officers, officials, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the State.

6.2. The State has no obligation 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 by any person not party to this Contract against the Contractor or its Subcontractors as a result of or relating to the Contractor's obligations under this Contract.

6.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its Subcontractors as a result of or relating to the Contractor's obligations under this Contract.

6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its Subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any third party claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

6.5. Section 6 shall survive expiration of this Contract.

7. Limitations of Liability

7.1. Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its Subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:

7.1.1. For infringement of patents, trademarks, trade secrets and copyrights, as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;

7.1.2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

7.1.3. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to

this Contract where liability is not otherwise set forth as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability shall not exceed 1.5 times the awarded value of the contract. Third-party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

7.1.4 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.

8. Prompt Pay Requirements

8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, 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;

(e) Default Contractor for failing to perform in accordance with the requement to promptly pay Subcontractors; or

(f) Take other or further actions as appropriate to resolve the withheld payment.

8.2. 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 (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.

8.3. An act, failure to act, or decision of a Procurement Officer or a representative of the State concerning a withheld payment between the Contractor and subcontractor under this Contract, 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 State and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the State.

8.4 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 Minority Business Enterprise program.

9. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State.

10. Source Code Escrow

Source code escrow does not apply to this Contract.

11. Loss of Data

The State will own all right, title and interest in its data that is related to the services provided under this Contract. The Contractor and/or Subcontractor(s) shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

In the event of loss of any State data or records where such loss is due to the act, omission, or negligence of the Contractor or any of its Subcontractors or agents, the Contractor shall be responsible for restoring such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 16.17.

Protection of data and personal privacy (as further described and defined in section 16.17) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

11.1 The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Sensitive Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Sensitive Data and non-public data.

11..2 All data collected or created in the performance of this Contract is and shall remain property of the State.

11.3 All Sensitive Data shall be encrypted at rest and in transit with controlled access, including back-ups. Unless otherwise stipulated, the Contractor is responsible for the encryption of the Sensitive Data.

12. Markings

The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Work Product and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

13. Exclusive Use and Ownership

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 State or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and Subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of and bound by the confidentiality and intellectual property terms of this Contract.

14. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the data of the State, unless prohibited by law from providing such notice. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

15. 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). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

14. Confidentiality

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

15. Parent Company Guarantee (If Applicable)

**Remove the paragraph below if the Parent Company Guarantee is not applicable and use the statement immediately below. Do NOT remove the heading so cross references throughout are not impacted. **

Parent Company Guarantee does not apply to this Contract.

**If Parent Company Guarantee is applicable, delete the above text: **

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

16. General Terms and Conditions

Unless otherwise noted, the General Terms and Conditions are mandatory Contract Terms and cannot and will not be revised.

16.1. 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.

16.2. Maryland Law Prevails

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any Software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

16.3. Multi-year Contracts contingent upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland 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.

16.4. Cost and Price Certification

16.4.1. 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 a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(1) A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the Procurement Officer; or

(2) A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the Procurement Officer.

16.4.2. 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 agreed upon between the parties, was inaccurate, incomplete, or not current.

16.5. Contract Modifications

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, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section 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 Section 16.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

16.6. 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 of Maryland 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.

16.7. 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 21.07.01.12 (A)(2).

16.8. Disputes

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

16.9. 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 State may withhold payment of any invoice or retainage. The State may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

16.10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and Term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

16.11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified person with a disability, sexual orientation, or any otherwise unlawful use of characteristics; (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.

16.12. Commercial Non-Discrimination

16.12.1. 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, disability, or other 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 Agreement 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.

16.12.2. 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‘s Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

16.13. Subcontracting and Assignment

The Contractor may not subcontract any portion 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 State, each at the State’s sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor’s obligations to any Subcontractors.

16.14. Minority Business Enterprise Participation

16.14.1. Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal and subgoals have been established for this procurement as described in section 1.33 of the RFP.

16.14.2. Liquidated Damages for MBE Program

16.14.2.1. This Contract requires the Contractor to make good faith efforts to comply with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

16.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $100 per day until the monthly report is submitted as required.

ii. Failure to include in its agreements with MBE Subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $444 per MBE subcontractor.

iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

iv. Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: $100 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

16.14.3. MBE Prompt Pay Requirements

16.14.3.1. To ensure compliance with certified MBE subcontract participation goals, the State 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:

(1) Inspecting any relevant records of the Contractor;

(2) Inspecting the jobsite; and

(3) Interviewing Subcontractors and workers.

(4) Verification shall include a review of:

(a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE Subcontractors and the reason for nonpayment; and

(b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

B) If the State determines that the Contractor is not in compliance with certified MBE participation goals, then the State 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 State determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the State requires, then the State may:

(1) Terminate the Contract;

(2) Refer the matter to the Office of the Attorney General for appropriate action; or

(3) Initiate any other specific remedy identified by this Contract.

16.14.3.2. 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.

16.15. Insurance Requirements

The Contractor shall maintain workers' compensation coverage, property and casualty and any other insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or Subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Term, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be named as an additional insured on the property and casualty policy and as required in the RFP.

16.16. Veteran Owned Small Business Enterprise Participation

An overall VSBE subcontractor participation goal has been established for this procurement as described in section 1.41 of the RFP.

16.17. Security Requirements and Incident Response

16.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.

16.17.2. The Contractor agrees to notify the State when any Contractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

16.17.3. The Contractor further agrees to notify the State within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, State chief information officer and State chief information security officer.

16.17.4. The Contractor agrees to notify the State within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the State's data.

16.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the State within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or State State) requests concerning such unauthorized use or disclosure.

16.17.6. The Contractor, within one day of discovery, shall report to the State any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:

(a) the nature of the unauthorized use or disclosure;

(b) the Sensitive Data used or disclosed,

(c) who made the unauthorized use or received the unauthorized disclosure;

(d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

(e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

(f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

16.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

16.17.8. The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.

This Section shall survive expiration or termination of this Contract.

16.18. Suspension of Work

The Procurement Officer 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.

16.19. Nonvisual Accessibility Warranty

16.19.1. The Contractor warrants that the Information Technology to be provided under the Contract.

(a) provides equivalent access for effective use by both visual and non-visual means;

(b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;

(c) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and

(d) is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.

16.19.2. The Contractor further warrants that the cost, if any, of modifying the Information Technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the Information Technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use Information Technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

16.20. Compliance with Laws/Arrearages

The Contractor hereby represents and warrants that:

16.20.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

16.20.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

16.20.4. 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.

16.21. 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 or bona fide agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Contract.

16.22. Delays and Extensions of Time

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

16.23. Financial Disclosure

The Contractor shall comply with the provisions of §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 of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

16.24. Political Contribution Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for procurement 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 aggregate $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: (1) before execution of a contract by the State, a county, municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (2) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six-month period ending January 31; and (ii) August 5, to cover the six-month period ending July 31. Additional information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

16.25. Retention of Records and Audit

16.25.1. The Contractor and Subcontractors shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the State, surrender all and every copy of documents needed 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. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire

time provided under this section.

16.25.2 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In this Contract, 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 and/or Subcontractor's compliance with the Contract, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.

16.25.3 Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the State reasonable access during normal business hours to their records to verify conformance to the terms of this Contract. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State's election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Contract.

16.25.4 Contractor and/or Subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.

16.25.5 The right to audit shall include subcontracts in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the State under this Contract. Contractor and/or Subcontractors shall ensure the State has the right to audit with any lower tier Subcontractor.

16.25.2. This provision shall survive expiration of this Contract.

16.26 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

Compliance with HIPAA will be as specified in a TORFP and where applicable, the appropriate clause below shall apply:

** (Medical Option 1 of 3 – Use this section when the Agency is not a covered entity. The blank at the beginning would reference any statutory requirement unique to the State unit/program, or, if there is none, the first two sentences are combined to reference "any applicable law or regulation …") : **

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with _____. The Contractor agrees further to comply with any applicable State and federal confidentially requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the State for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good

information management practices regarding all health, personally identifiable, and financial information.

** (OR – Medical Option 2 of 3 – Use this confidentiality clause when the Department unit is a covered entity and the Contractor is not a business associate.): **

16.26.1. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

(a) As necessary, adhering to the privacy and security requirements for protected health information (PHI) and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and

(c) Otherwise providing good information management practices regarding all health information and medical records.

16.26.2. If in connection with the procurement or at any time during the term of the Contract, the State determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form required by the State.

16.26.3. Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

** (OR – Medical Option 3 of 3 – Use this confidentiality clause when the Agency is a covered entity and the Contractor is a business associate.): **

16.26.1. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

(a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and

(c) Otherwise providing good information management practices regarding all health

information and medical records.

16.26.2. Based on the determination by the State that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder/Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the State.

16.26.3. Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

R17 Other Mandatory Items

R17.1 Data Location

The Contractor shall provide its services to the State and its end users solely from data centers in the United States ("U.S."). Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. If requested by the State, the Contractor shall provide technical user support on a 24/7 basis.

R17.2 Import and Export of Data

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from third parties.

R17.3 Encryption of Data at Rest

The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Sensitive Data, unless the State approves the storage of Sensitive Data on a Contractor portable device in order to accomplish Contract work. A minimum of AES-256 or better is acceptable to the State.

18. Administrative Information

18.1. Procurement Officer and Contract Manager

The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

18.2. Notices

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

If to the State:

David Mangrum

100 Community Place

Phone Number: 410-697-9393

E-Mail: David. Mangrum@Maryland.gov

With a copy to:

Sini Jacob

Department of Information Technology (DoIT)

100 Community Place, Suite 2.323

Crownsville, MD 21032

Phone Number: 410-697-9667

E-Mail: sini.jacob@maryland.gov

If to the Contractor:

_____

_____

_____

Attn:_____

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

CONTRACTOR

_____

By:

_____

Date

STATE OF MARYLAND

Department of Information Technology (DoIT)

_____

By: <<name and title of State Head>>

Or designee:

_____

_____

Date

Approved for form and legal sufficiency

this ____ day of _____, 20___.

_____

Assistant Attorney General

APPROVED BY BPW: _____ _____

(Date) (BPW Item #)

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

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

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

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

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____

_____

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____

_____

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____

_____

_____.

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury,

the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of

the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

(1) Corporation — ☐ domestic or ☐ foreign;

(2) Limited Liability Company — ☐ domestic or ☐ foreign;

(3) Partnership — ☐ domestic or ☐ foreign;

(4) Statutory Trust — ☐ domestic or ☐ foreign;

(5) ☐ Sole Proprietorship.

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

Name and Department ID Number:_____Address:_____

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

Name and Department ID Number:_____Address:_____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement 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: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

The dangers of drug and alcohol abuse in the workplace;

The business's policy of maintaining a drug and alcohol free workplace;

Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ , 201___ , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS

MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.

2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of Subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.

4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such products/services **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.

5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also

identify other certified MBE Subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation:	_____%
Total Asian American MBE Participation:	_____%
Total Hispanic American MBE Participation:	_____%
Total Women-Owned MBE Participation:	_____%

Overall Goal

Total MBE Participation (include all categories): _____%

MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. 060B6400008, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

____ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

percent for African American-owned MBE firms

percent for Hispanic American-owned MBE firms

percent for Asian American-owned MBE firms

percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of Subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

OR

____ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Outreach Efforts Compliance Statement (Attachment D-2);

(b) MBE Subcontractor Project Participation Statement (Attachment D-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name:_____ MBE Certification Number: _____ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____ _____

SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

MBE Prime Firm Name:_____ MBE Certification Number: _____ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____
MBE Prime Firm Name:_____ MBE Certification Number: _____ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____
MBE Prime Firm Name:_____ MBE Certification Number: _____ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____
MBE Prime Firm Name:_____ MBE Certification Number: _____ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

_____ _____

Bidder/Offeror Name Signature of Authorized Representative

(PLEASE PRINT OR TYPE)

_____ _____

Address Printed Name and Title

_____ _____

City, State and Zip Code Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – "MBE Goal(s)" refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The "Good Faith Efforts" requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – "Identified Firms" means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – "Identified Items of Work" means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – "MBE Firms" refers to a firm certified by the Maryland Department of Transportation ("MDOT") under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE Subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

   (a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

   (b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

   (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

   (b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

   (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

   (b) Bidders/Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

   (a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

   (b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with Subcontractors, including MBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other Subcontractors' quotes received by the Bidder/Offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other Subcontractors' quotes received by the Bidder/Offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the Bidder/Offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the Bidder/Offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other Subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all Subcontractors. Bidder/Offeror should attempt to receive quotes from at least three Subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A Bidder/Offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and

2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2)**.

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number) (Street)

_____

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by_____

(Name of Prime Contractor's Firm)

****

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

_____

_____

_____

_____ _____ _____

Signature of Minority Firm's MBE Representative **Title** **Date**

_____ _____

MDOT Certification # Telephone #

****

3. To be completed by the prime contractor if Section 2 of this form is <u>not</u> completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____ _____ _____

Signature of Prime Contractor **Title** **Date**

MBE ATTACHMENT D-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work Bidder/Offeror made available to MBE firms

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	**Was this work listed in the procurement?**	**Does Bidder/ Offeror normally self-perform this work?**	**Was this work made available to MBE Firms? If no, explain why?**
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes No	□ Yes □ No

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment D-1B). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	**Describe Item of Work Solicited**	**Initial Solicitation Date & Method**	**Follow-up Solicitation Date & Method**	**Details for Follow-up Calls**	**Quote Rec'd**	**Quote Used**	**Reason Quote Rejected**
Firm Name: **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing
Firm Name: **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	**Self-performing or Using Non-MBE (Provide name)**	**Amount of Non-MBE Quote**	**Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE**	**Amount Quoted**	**Indicate Reason Why MBE Quote Rejected & Briefly Explain**
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other

☐ Please check if Additional Sheets are attached.

MBE ATTACHMENT D- 2

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No._____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____
_____
_____
_____

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____
_____
_____

4. **Please Check One:**

□ This project does not involve bonding requirements.
□ Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____
_____
_____

5. **Please Check One:**

□ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
□ No pre-bid/pre-proposal meeting/conference was held.
□ Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

MBE ATTACHMENT D-3A

MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. 060B6400008, such Prime Contractor intends to enter into a subcontract with _____(Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least $_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

(1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;

(2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;

(3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or

(4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative:	Signature of Representative:
Printed Name and Title:	Printed Name and Title:
Firm's Name:	Firm's Name:
Federal Identification Number:	Federal Identification Number:
Address:	Address:
Telephone:	Telephone:
Date:	Date:

MBE ATTACHMENT D-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. 060B6400008, such MBE Prime Contractor intends to perform with its own forces at least $_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

_____

Printed Name and Title:

_____

Firm's Name:

_____

Federal Identification Number:

_____

Address:

_____

_____

Telephone:

_____

Date:

This form must be completed monthly by the prime contractor.

MBE ATTACHMENT D-4A MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Department of Information Technology
Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the MBE Officer by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: E-mail:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

List all payments made to MBE subcontractor named above during this reporting period: Invoice# Amount 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. 4. Total Dollars Unpaid: $_____

****If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms.**
Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B.
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____Contract Manager
_____Contracting Unit
(Department of Information Technology)
_____
_____ mailto:

Signature:_____ Date:_____

(Required)

This form must be completed monthly by MBE subcontractor

<u>Sample</u> MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 10th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. Invoice Amount Date 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date 1. 2. 3. 4. Total Dollars Unpaid: $_____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____Contract Manager _____Contracting Unit (Department of Information Technology) _____ _____ mailto:	

Signature:_____ Date:_____
(Required)

MBE ATTACHMENT D-4B MBE PRIME CONTRACTOR REPORT

Department of Information Technology
Minority Business Enterprise Participation

MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the MBE Officer by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature:_____ Date:_____

_____Contract Manager
_____Contracting Unit
(Department of Information Technology)
_____
_____
_____
_____ mailto:

Signature:_____ Date:_____

(Required)

This form must be completed monthly by MBE subcontractor

MBE D-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 10th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. Invoice Amount Date 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date 1. 2. 3. 4. Total Dollars Unpaid: $_____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____Contract Manager _____Contracting Unit (Department of Information Technology) _____ _____ mailto:	

Signature:_____ Date:_____
(Required)

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number 060B6400008

Statewide Network Management Services (NMS)

A Pre-proposal conference will be held at 2:00 PM on November 10, 2016, at 100 Community Place. Please return this form by November 8, 2016 advising whether or not you plan to attend.

Return this form to the Procurement Officer via e-mail or fax:

Dale Eutsler

DoIT

100 Community Place

Crownsville, MD 21032
E-mail: dale.eutsler@maryland.gov

Please indicate:

_____Yes, the following representatives will be in attendance:

1.

2.

3.

_____No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 "Pre-proposal conference"):

_____

Signature Title

_____

Name of Firm (please print)

PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore: Follow the Beltway (I-695) to Exit 4, I-97 towards Annapolis, 11 miles to Exit 5, Route 178. Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center (DHCD) at 100 Community Place.

From Columbia: Follow Route 32 east to I-97 south towards Annapolis. Take first exit (Exit 5), Route 178 (towards Crownsville). Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center (DHCD) at 100 Community Place.

From Washington: Follow the Beltway (I-495/95) to U.S. Route 50 east towards Annapolis (18 miles) to Route 450. Turn right towards Crownsville. Continue straight (becomes Route 178) for 4.5 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center (DHCD) at 100 Community Place.

From Annapolis: Follow Rowe Boulevard to Bestgate Road to end. Right on Route 178 for 4 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center (DHCD) at 100 Community Place.

Parking:

Parking is available in the parking lot next to 100 Community Place, Crownsville, MD 21032.

ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Price Sheet Instructions and a Revised PRICE SHEET V2 12-16-2016 have been prepared. Offerors shall submit their Financial Proposal on the Revised PRICE SHEET V2 12-16-2016 in accordance with the instructions on the Revised PRICE SHEET V2 12-16-2016 and as specified herein. Do not alter the Revised PRICE SHEET V2 12-16-2016 or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Revised PRICE SHEET V2 12-16-2016 is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Revised PRICE SHEET V2 12-16-2016.

The Revised PRICE SHEET V2 12-16-2016 is used to calculate the Offeror's TOTAL EVALUATED PRICE. Follow these instructions carefully when completing your Revised PRICE SHEET V2 12-16-2016:

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.

C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with $0.00.

E) Every blank in every Revised PRICE SHEET V2 12-16-2016 shall be filled in. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.

F) Except as instructed on the Revised PRICE SHEET V2 12-16-2016, nothing shall be entered on or attached to the Revised PRICE SHEET V2 12-16-2016 that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

G) It is imperative that the prices included on the Revised PRICE SHEET V2 12-16-2016 have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Revised PRICE SHEET V2 12-16-2016. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.

H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Revised PRICE SHEET V2 12-16-2016.

I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to: all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the

solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Revised PRICE SHEET V2 12-16-2016 are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the State does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

L) Do not include pricing for on-demand services in the pricing for Capacity Management Services.

ATTACHMENT F – Revised PRICE SHEET V2 12-16-2016

See Separate Revised PRICE SHEET V2 12-16-2016 in Excel format.

ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/ and clicking on Living Wage for State Service Contracts.

ATTACHMENT G-1 MARYLAND LIVING WAGE REQUIREMENTS AND AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract Is Exempt from the Living Wage Law

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

___ Bidder/Offeror is a nonprofit organization

___ Bidder/Offeror is a public service company

___ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

___ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract Is a Living Wage Contract

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

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

___ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

___ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

___ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

_____

Signature of Authorized Representative Date

_____

Title

_____

Witness Name (Typed or Printed)

_____

Witness Signature Date

(submit with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:_____ By:_____

(Authorized Representative and Affiant)

ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through (Department of Information Technology) (the "State"), and _____ (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") following the solicitation for Statewide Network Management Services (NMS) Solicitation # 060B6400008; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor's employees, agents, and Subcontractors (collectively the "Contractor's Personnel") with access to certain information the State deems confidential information (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) as defined in 45 CFR §160.103 that is provided to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor's Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor's personnel or a subcontractor's personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from

falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the State all Confidential Information in its care, custody, control or possession upon request of the State or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor:_____	DoIT
By: _____(SEAL)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ ("Contractor") dated _____, 20_____ ("Agreement") is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

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

DATE:_____

NAME OF CONTRACTOR: _____

BY:_____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT

Contractor shall complete federal funds attachments in response to a TORFP indicating a Business Associate Agreement is required.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the <<Department or Agency Name>> (the "Department or Agency") and _____ (Insert Name of Contractor) (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) ("MCMRA"); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

DEFINITIONS.

A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean <<Department or Agency Name>>.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.

B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.

C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.

E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.

G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;

B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.

C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
c. Is in substantially the same form as ATTACHMENT K-1 attached hereto; and
d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
    i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
    iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
    iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
    v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;

g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Statewide Network Management Services Solicitation # 060B6400008 and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the

degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Insert the name and contact information of the HIPAA contact person within the Department or Agency or appropriate covered health care entity

Name: _____

Address: _____

_____

E-mail: _____

Phone: _____

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

_____

Attention: _____

Phone: _____

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement 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 Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY: BUSINESS ASSOCIATE:

By: _____ By: _____

Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT K-1

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between <<Department or Agency Name>> (the "Department or Agency") and _____ (Business Associate).

Business Associate hereby notifies Motor Vehicle Administration that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

_____

_____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

_____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

E-mail Address: _____

Phone Number: _____

ATTACHMENT L - MERCURY AFFIDAVIT

Not applicable to this RFP.

ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE

ATTACHMENT M-1

VSBE Utilization Affidavit and Subcontractor Participation Schedule

(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. ***060B6400008***,I affirm the following:

1. □ I acknowledge and intend to meet the overall verified VSBE participation goal of 3%

   Therefore, I will not be seeking a waiver.

   OR

   □ I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

   (a) Subcontractor Project Participation Statement (**Attachment M-2**); and

   (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

   I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE Subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE Subcontractors.

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

ATTACHMENT M-1

VSBE Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	**Project Description:**
Project Number: - _____	

List Information For Each Verified VSBE Subcontractor On This Project

Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: **_____%**

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

_____ _____

Bidder/Offeror Name Signature of Affiant

(PLEASE PRINT OR TYPE)

Name: _____

Title: _____

Date: _____

ATTACHMENT M-2

VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on Attachment M-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	**Project Description:**
Project Number: _____	**Total Contract Amount: $**
Name of Veteran-Owned Firm: **Address:**	**DUNS Number:** **FEIN:**
Work to Be Performed:	
Percentage of Total Contract:	**Total Subcontract Amount: $**

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

By: _____

Name, Title

Date: _____

SUBCONTRACTOR SIGNATURE

By: _____

Name, Title

Date: _____

This form is to be completed monthly by the prime contractor.

ATTACHMENT M-3

Department of Information Technology

Veterans Small Business Enterprise (VSBE) Participation

Prime Contractor Paid/Unpaid VSBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the Contract Manager by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

Prime Contractor:	Contact Person:	
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:
Subcontractor Name:	Contact Person:	
Phone:	Fax:	
Subcontractor Services Provided:		

List all payments made to VSBE subcontractor named above during this reporting period: Invoice# Amount 1. 2. 3. Total Dollars Paid: $_____	List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. Total Dollars Unpaid: $_____

**If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred**):

_____Contract Manager
_____Contracting Unit
Department of Information Technology
_____
_____
_____

Signature:_____ Date:_____

This form is to be completed monthly by each VSBE subcontractor.

ATTACHMENT M-4

Veterans Small Business Enterprise Participation

Subcontractor Paid/Unpaid VSBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the Contract Manager by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

VSBE Subcontractor Name:		
Department of Veterans Affairs Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	Fax:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above. Invoice Amt Date 1. 2. 3. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amt Date 1. 2. 3. Total Dollars Unpaid: $_____	
Prime Contractor:	Contact Person	

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____Contract Manager
_____Contracting Unit
Department of Information Technology
_____
_____
_____

Signature:_____ Date:_____
(Required)

ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. 060B6400008, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed Subcontractors:

   ___ have plans

   ___ have no plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed Subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

   a. Location(s) services will be performed:

_____
_____
_____

b. Reasons why it is necessary or advantageous to perform services outside the United States:

_____
_____
_____
_____
_____

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the State may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O - DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

Attachment P - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20__, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # 060B6400008 for Statewide Network Management Services (NMS). In order for the OFFEROR to submit a Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dale Eutsler, DoIT on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE:_____

ADDRESS:_____

SUBMIT AS INSTRUCTED IN RFP

ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

RFP # 060B6400008

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:
Contractor:

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work…

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work…
<add lines as needed>	

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	[Enter the Labor Category Name]
Requirement (See Sections 1.23, 3.11)	Candidate Relevant Experience *
Education: [Insert the education description from Attachment T for the applicable labor category]	Education:
Experience: [Insert the experience description from Attachment T for the applicable labor category]	Experience:
Duties:	Duties:

[Insert the duties description from Attachment T for the applicable labor category]	

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

_____ _____ _____

Print Name Signature Date

Proposed Individual:

_____ _____

Signature Date

Sign each form.

ATTACHMENT R - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

If a Deliverable Product Acceptance Form is not required remove the heading and content, renumbering all subsequent attachments). Make sure this attachment is referenced in the body of RFP.

Agency Name: Department of Information Technology

RFP Title: Statewide Network Management Services (NMS)

Contract Manager: <<Name of Contract Manager>> and <<Phone Number >>

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): 060B6400008 has been received and reviewed in accordance with the RFP.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

_____ _____

Contract Manager Signature Date Signed

ATTACHMENT S - SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #

This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of services set forth in the *Purpose* of the Work Order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by <<Requesting/Billed Agency>> prior to payment.

(Attach additional sheets if necessary)

Start Date		End Date	

Cost

	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				$	$
2.				$	$
*Include WBS, schedule and response to requirements.		<<Requesting/Billed Agency>>shall pay an amount not to exceed			**$**

Contractor	<<Requesting/Billed Agency>> Approval

(Signature) Contractor Authorized Representative (Date)		(Signature) Contract Manager (Date)	
POC	(Print Name)	Contract Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

ATTACHMENT T - LABOR CATEGORIES

Labor Category List

A) Application Architect (Senior) 226
B) Application Developer, Advanced Technology 226
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H) Auditor, IT (Senior) 229
I) Business Process Consultant (Senior) 230
J) Cable Plant Construction Specialist 230
K) Cable Plant Design Engineer 230
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M) Cable Plant Installer, Copper Senior 231
N) Cable Plant Installer, Fiber Optic Junior 232
O) Cable Plant Installer, Fiber Optic Senior 232
P) Cable Plant Installer, Helper 232
Q) Cable Plant Locator 233
R) Cable Plant Technician, Inside Campus 233
S) Cable Plant Technician, Outside Campus 233
T) Change Management Expert/Lead 234
U) Computer Graphics Illustrator 234
V) Computer Operations Center, Specialist 234
W) Computer Programmer (Junior) 235
X) Computer Programmer (Senior) 235
Y) Computer Software/Integration Analyst (Senior) 236
Z) Computer Specialist 236
AA) Computer Systems Analyst (Junior) 237
BB) Computer Systems Analyst (Senior) 237
CC) Computer Systems Programmer 238
DD) Computer Systems Programmer (Senior) 238
EE) Cost Accountant (Senior) 239
FF) Data Center Design Engineer 239
GG) Database Management Specialist (Junior) 240

HH) Database Management Specialist (Senior) 240
II) Database Manager 241
JJ) Database Manager, DB2 241
KK) Database Manager, Oracle 242
LL) Desktop Support Specialist 243
MM) Diagram & Change Management Librarian 244
NN) Documentation Specialist 244
OO) ENT Systems Manager 245
PP) Facilities Specialist 245
QQ) Facility Operations Engineer 245
RR) Fiber Planner 246
SS) Financial Analyst 246
TT) Financial Analyst (Senior) 247
UU) Geographic Information Systems (GIS) Technician I 248
VV) Geographic Information Systems (GIS) Technician II 248
WW) Group Facilitator (Senior) 249
XX) Help Desk Manager 249
YY) Help Desk Specialist (Junior) 250
ZZ) Help Desk Specialist (Senior) 250
AAA) Information Engineer 250
BBB) Information Engineer (Senior) 251
CCC) Information Security Engineer 252
DDD) Information Technology Architect (Senior) 252
EEE) Information Technology Professional (Senior) 252
FFF) Interdisciplinary Engineer 253
GGG) Interdisciplinary Engineer (Senior) 253
HHH) Internet/Intranet Site Developer (Junior) 254
III) Internet/Intranet Site Developer (Senior) 254
JJJ) Internet/Web Architect 254
KKK) MDOT Network Manager 255
LLL) Network Administrator 256
MMM) Network Engineer (Junior) 256
NNN) Network Engineer (Senior) 257
OOO) Network Manager 258
PPP) Network Operations Center (NOC) Manager 258

QQQ) Network Security Engineer 259
RRR) Network Technician 260
SSS) Office Automation Specialist 260
TTT) Operations Research Analyst (Senior) 260
UUU) Planner, Information Technology (Senior) 261
VVV) Privacy Specialist 261
WWW) Program Administration, Specialist 262
XXX) Program Manager 263
YYY) Program Manager, Deputy 263
ZZZ) Project Control Specialist 264
AAAA) Project Manager 264
BBBB) Project Manager, Deputy 265
CCCC) Project Manager, Functional 265
DDDD) Project Manager, Technical 266
EEEE) Quality Assurance Consultant (Senior) 267
FFFF) Quality Assurance, Manager 268
GGGG) Quality Assurance Specialist 268
HHHH) Research Analyst 269
IIII) Risk Assessment Consultant (Senior) 269
JJJJ) Service Design Manager 269
KKKK) Service Operation Manager 270
LLLL) Service Strategy Manager 270
MMMM) Service Transition Manager 271
NNNN) SharePoint Site Administrator 271
OOOO) SharePoint Programmer 272
PPPP) SharePoint Architect 273
QQQQ) SharePoint System Administrator 273
RRRR) Software Engineer 274
SSSS) Systems Administrator 275
TTTT) Systems Analyst (Senior) 275
UUUU) Systems Architect (Senior) 276
VVVV) Systems Design Architect 276
WWWW) Systems Design Engineer 276
XXXX) Systems Engineer 277
YYYY) Systems Engineer (Senior) 277

ZZZZ) Security, Data Specialist 277
AAAAA) Subject Matter Expert 278
BBBBB) Subject Matter Expert (Senior) 278
CCCCC) System Security Research Analyst 279
DDDDD) Systems Security Specialist 279
EEEEE) Computer Systems Security Specialist 279
FFFFF) Systems Security Specialist (Senior) 280
GGGGG) Systems Administrator - ENT 280
HHHHH) Systems Administrator – Non-ENT 281
IIIII) Technical Writer/Editor 281
JJJJJ) Testing Specialist 282
KKKKK) Training Specialist/Instructor 282
LLLLL) Voice, Video, and Unified Communications (VVUC) Architect 282
MMMMM) Voice, Video, and Unified Communications (VVUC) Engineer 283
NNNNN) IT Warehouse Support Engineer 284
OOOOO) IT Warehouse Logistics Manager 285
PPPPP) Wireless Systems Analyst 286

A) Application Architect (Senior)

Position Description: The Application Architect (Senior) manages major projects that involve providing professional support services and/or the integration, implementation, and transition of large, complex systems. This individual is responsible for performing the following tasks:

A. Providing design and development of e-government solutions, and taking responsibility for technical design and implementation of the architecture
B. Designing, developing, and maintaining infrastructure and backend applications
C. Providing expertise on defining the role of broadband and wireless applications
D. Providing definition of current State architecture blueprints
E. Providing expertise with web servers, gateways, application servers, and content management systems
F. Providing experience in web application technologies and middleware solutions
G. Researching new technologies and products for their applicability to business processes
H. Comparing various solutions and determining the most suitable
I. Ensuring that development efforts are well-planned and in compliance to standards

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Mathematics, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of experience planning, designing, building, and implementing IT application systems. This individual must have led or been chief architect in a major IT applications implementation effort. This individual must also have a strong background in software engineering principles and techniques.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in designing medium to large-scale sites, and management of at least five Internet projects.

B) Application Developer, Advanced Technology

Position Description: The Application Developer, Advanced Technology shall translate applications requirements into web-based solutions using available technology. This individual shall apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least two (2) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least one (1) year of experience developing applications using advanced technologies such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

C) Application Developer, Advanced Technology (Senior)

Position Description: The Application Developer, Advanced Technology (Senior) must be able to translate applications requirements into web-based solutions using available technology. This individual must be able to apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or five (5) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least three (3) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least one (1) year of experience developing applications using advanced technologies including Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

D) Application Development Expert

Position Description: The Applications Development Expert provides design recommendations based on long-term IT organization strategy. The position shall use a variety of platforms to provide automated systems applications to customers. This individual will be viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. His/her responsibilities include performing the following tasks:

A. Developing enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features

B. Providing expertise regarding the integration of applications across the business

C. Determining specifications, then plans, designs, and developing the most complex and business critical software solutions, utilizing appropriate software engineering processes (either individually or in concert with a project team)

D. Assisting in the most difficult support problems.

E. Developing programming and development standards and procedures as well as programming architectures for code reuse

F. Understanding and consistently applying the attributes and processes of current application development methodologies

G. Researching and maintaining knowledge in emerging technologies and possible application to the business

H. Acting as an internal consultant, advocate, mentor and change agent.

Education: This position requires a Bachelor's in Computer Science, Information Systems, or a related field or equivalent work experience. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of IT and business/industry work experience.

Specialized Experience: The proposed candidate must have at least three (3) years as a technical expert in an IT organization. This individual coaches and mentors the junior technical staff. The

position will also provide technical input into the most complex and high impact IT decisions. This individual will be accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers. The position must have in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs.

E) Applications Programmer

Position Description: The Application Programmer analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. This individual is responsible for performing the following tasks:

A. Developing block diagrams and logic flowcharts
B. Translating detailed design into computer software
C. Testing, debugging, and refining the computer software to produce the required product
D. Preparing required documentation, including both program-level and user-level documentation
E. Enhancing software to reduce operating time or improve efficiency
F. Providing technical direction to programmers as required to ensure program deadlines are met

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

F) Audit Manager

Position Description: The Audit Manager performs day-to-day management of overall contract support operations, possibly involving multiple audits and groups of personnel at multiple locations.

This individual is responsible for the overall direction and guidance of all ongoing audits for the State. His/her responsibilities shall include audit report(s) and all findings contained therein. This individual must assist with the collection of any amounts due to the State as a result of audits, in coordination with the State's designated representative. The Audit Manager is responsible for performing the following tasks:

A. Organizing, directing, and coordinating the planning and production of all contract support activities, including Subcontractors
B. Developing work breakdown structures, and preparing charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations

Experience: The proposed candidate must have at least four (4) years of telecommunications billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecommunications billing audit process.

G) Auditor

Position Description: The Auditor provides third party reviews, ratings, and evaluations of IT vendors. His/her responsibilities include performing the following tasks:

A. Researching corporate philosophy, goals, objectives, code of ethics, and business practices
B. Providing financial status including, but not limited to: assets, liabilities, operating capital, cash flow, and insurance coverage
C. Providing financial reports and annual reports
D. Providing ranking among peers in the IT industry, and reputation in the IT industry
E. Researching customer satisfaction levels, and strengths and weaknesses
F. Providing costing estimations, personnel qualifications, and performance ratings
G. Researching project management results and performance records
H. Providing legal history and overall performance

Education: This position requires a Bachelor's degree from an accredited college or university in Accounting, Finance, Business or a related field. (Note: A CPA is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of auditing experience.

Specialized Experience: The proposed candidate must have at least five (5) years of experience as an auditor in auditing IT vendors.

H) Auditor, IT (Senior)

Position Description: The IT Auditor identifies information processing and technology risks. This individual is responsible for performing the following tasks:

A. Evaluating controls and making recommendations
B. Identifying problems and recommends solutions
C. Reviewing the installation and security related controls for a wide variety of computing platforms including: operating systems, sub-systems, databases, and software products used to support the processing environment
D. Preparing and performing audit tests and evaluating results
E. Providing documentation of audit tests to facilitate efficient and effective reviews

Education: This position requires a CPA and a Bachelor's degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems, or a related field.

General Experience: The proposed candidate must have at least ten (10) years of auditing experience.

Specialized Experience: The proposed candidate must have at least seven (7) years of experience in IT audits. This individual must be proficient in generally accepted IT standards, statements, and practices, as well as IT security and control practices.

I) Business Process Consultant (Senior)

Position Description: The Business Process Consultant (Senior) develops business requirements and business processes re-engineering methodologies. This individual shall solve application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. The Business Process Consultant (Senior) is responsible for performing the following tasks:

A. Communicating business requirements for reports and applications development
B. Facilitating collaboration within and across business units and across IT functions
C. Resolving problems and improving business units' technical environments

Education: This position requires a Bachelor's degree from an accredited college or university in Business, Human Resources Management or a related field. (Note: An MBA or MPA is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in business process re-engineering.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in re-engineering large scale business processes.

J) Cable Plant Construction Specialist

Position Description: Performs necessary tasks in order to access copper and fiber optic cable under in ground, pole, or attached to a bridge. Installs, repairs, and maintains hand-holes and underground utilities through the operation of construction equipment such as backhoes, excavators, trenches, and bucket trucks, etc.

Education: The proposed candidate must possess a high school diploma or the equivalent.

General Experience: The proposed candidate must possess at least two (2) years of experience in operating heavy construction equipment, demonstrated by references and work history.

K) Cable Plant Design Engineer

Position Description: Performs planning and design of inside, outside copper and fiber network infrastructure. Produces maps and spatial databases, performs surveys, and coordinates and oversees projects including such project activities as copper and fiber installation, splicing, repair, termination, testing, and diagnostics. Performs copper and fiber asset management services. Develops and maintains diagrams of the cable plant assets. Provides advice and guidance to project teams performing installation and testing on the various cable plants. Suggesting design parameters and equipment specifications. Ensures the quality of the installs and as-built information. Designs outside plant projects taking into account right-of-way, route design, media selection, cabling hardware, and grounding/earthing/bonding, and electrical protection systems.

Education: The proposed candidate must possess a high school diploma or equivalent.

General Experience: The proposed candidate must have at least eight (8) years of experience in cable wiring design, demonstrated by references and work history. This includes the ability to read

plans, implement solutions, ability to use specific tools for testing, general diagnostics and troubleshooting. The proposed candidate must possess excellent oral and written communication skills, effective time management skills, good interpersonal skills, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management.

Specialized Experience: The proposed candidate must possess a BICSI Registered Communications Distribution Designer (RCDD) certification.

L) Cable Plant Installer, Copper Junior

Position Description: Performs tasks related to the access, installation and demolition of low voltage copper cabling infrastructures. Performs work in aerial, on the ground, and underground locations. Installs cable through conduits, above ceilings and behind walls using the current standards. Completes copper cable terminations. Properly tests and troubleshoots copper installations. Properly selects installation media (e.g. Cat5e vs Cat6 wiring, PVC vs. Plenum, shielded vs unshielded, etc.), taking into account implications for project implementation. Conforms to applicable codes, standards, and best practices. Interprets job plans and scope of work. Performs retrofits and upgrades for existing copper infrastructures. Performs other tasks as required, in order complete copper installation, repair, and maintenance.

Education: The proposed candidate must possess a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least two (2) years of experience in performing copper cabling and wiring installation and repair services according to applicable codes, standards, and best practices, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

M) Cable Plant Installer, Copper Senior

Position Description: Performs tasks related to the access, installation and demolition of low voltage copper cabling infrastructures. Interprets drawings, plans, and specifications. Performs work in aerial, on the ground, and underground locations. Installs cable through conduits, above ceilings and behind walls using the current standards. Completes copper cable terminations. Properly tests and troubleshoots copper installations. Properly selects installation media (e.g. Cat5e vs Cat6 wiring, PVC vs. Plenum, shielded vs unshielded, etc.), taking into account implications for project implementation. Conforms to applicable codes, standards, and best practices. Interprets job plans and scope of work. Performs retrofits and upgrades for existing copper infrastructures. Performs other tasks as required, in order complete copper installation, repair, and maintenance.

Education: The proposed candidate must possess a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least five (5) years of experience in performing copper cabling and wiring installation and repair services according to applicable codes, standards, and best practices, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

Specialized Experience: The proposed candidate must possess a BISCI Cabling Installation Program Installer 2, Copper certification.

N) Cable Plant Installer, Fiber Optic Junior

Position Description: Performs tasks related to the access, installation and demolition of fiber optic cabling infrastructures. Performs work in aerial, on the ground, and underground locations. Installs cable through conduits, above ceilings and behind walls using the current standards. Completes fiber optic cable terminations. Properly tests and troubleshoots fiber optic cable installations. Properly selects installation media, taking into account implications for project implementation. Conforms to applicable codes, standards, and best practices. Interprets job plans and scope of work. Performs retrofits and upgrades for existing fiber optic cable infrastructures. Performs other tasks as required, in order complete fiber optic cable installation, repair, and maintenance.

Education: The proposed candidate must possess a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least two (2) years of experience in performing fiber optic cabling and wiring installation and repair services according to applicable codes, standards, and best practices, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

O) Cable Plant Installer, Fiber Optic Senior

Position Description: Performs tasks related to the access, installation and demolition of fiber optic cabling infrastructures. Interprets drawings, plans, and specifications. Performs work in aerial, on the ground, and underground locations. Installs cable through conduits, above ceilings and behind walls using the current standards. Completes fiber optic cable terminations. Properly tests and troubleshoots fiber optic cable installations. Properly selects installation media, taking into account implications for project implementation. Conforms to applicable codes, standards, and best practices. Interprets job plans and scope of work. Performs retrofits and upgrades for existing fiber optic cable infrastructures. Performs other tasks as required, in order complete fiber optic cable installation, repair, and maintenance.

Education: The proposed candidate must possess a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least five (5) years of experience in performing fiber optic cabling and wiring installation and repair services according to applicable codes, standards, and best practices, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

Required Certification: The proposed candidate must possess a BISCI Cabling Installation Program Installer 2, Optical Fiber certification.

P) Cable Plant Installer, Helper

Position Description: Assists copper and fiber optic technicians and installers performing tasks related to the access, installation, installation, and removal of copper and fiber optic cable. Performs work in aerial, on the ground, and underground locations. Runs cable through conduit, above ceilings, and behind walls. Assists with completing fiber optic terminations. Performs other tasks, as required, in order to assist copper and fiber optic technician and installers with the completion of copper/fiber installation, repair, and maintenance.

Education: This position requires a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least one (1) year of experience in performing copper and fiber optic cabling and wiring installation and repair services, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

Q) Cable Plant Locator

Position Description: Locates and marks fiber optic cable, copper cable, and other utilities (e.g. power, gas, water, etc). Utilizes tools and equipment customary in the location of fiber optic cable, copper cable, and other utilities. Performs work in accordance with State and industry regulations, standards, and practices.

Education: This position requires a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least three (3) years of experience in performing fiber, copper, and utility locating services, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

R) Cable Plant Technician, Inside Campus

Position Description: Performs necessary tasks in order to access, install, remove, and test copper and fiber optic cable from the Point of Demarcation to a location within a campus. Successfully leads an installation group or team using project management skills. Interprets drawings, plans, and specifications. Completes and services fiber terminations. Installs, removes, tests, and repairs fiber panels and patch cords. Performs tasks aerially, on the ground, and underground. Performs tasks in order to complete work on copper and fiber optic cabling including such things as cable prep, splicing both mechanical and fusion, terminations of all copper and fiber connectors. Performs advanced testing and troubleshooting of both copper and fiber optic cabling installations using a variety of equipment and tools such as OTDR's, and interprets results. Performs other tasks, as required, in order to complete copper and fiber installation, repair, and maintenance activities. Performs work in accordance with State and industry regulations, standards, and practices.

Education: This position requires a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least five (5) years of experience in performing copper and fiber optic cabling and wiring installation, repair services, and troubleshooting, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

Specialized Experience: The proposed candidate must possess a BISCI Technician certification.

S) Cable Plant Technician, Outside Campus

Position Description: Performs necessary tasks in order to access, install, remove, and test copper and fiber optic cable from a location outside of a campus network, up to the Point of Demarcation. Successfully leads an installation group or team using project management skills. Interprets drawings, plans, and specifications. Completes and services fiber terminations. Installs, repairs, and maintains hand-holes and conduit. Installs, removes, tests, and repairs fiber panels and patch cords. Performs tasks aerially, on the ground, and underground. Performs tasks in order to complete work on copper and fiber optic cabling including such things as cable prep, stripping,

cleaving, splicing both mechanical and fusion, recoating, dressing, and terminations of all copper and fiber connectors. Performs advanced testing and troubleshooting of both copper and fiber optic cabling installations using a variety of equipment and tools such as OTDR's, and interprets results. Performs other tasks, as required, in order to complete copper and fiber installation, repair, and maintenance activities. Performs work in accordance with State and industry regulations, standards, and practices.

Education: This position requires a high school diploma or the equivalent.

General Experience: The proposed candidate must have at least five (5) years of experience in performing copper and fiber optic cabling and wiring installation, repair services, and troubleshooting, demonstrated by references and work history. The proposed candidate must be able to distinguish between different colors and possess manual dexterity to complete fine motor tasks.

Specialized Experience: The proposed candidate must possess a BISCI Technician certification.

T) Change Management Expert/Lead

Position Description: The Change Management Expert/Lead shall work with the State's designated representatives to evaluate process efficiencies and recommend improvement options in the short term and long term; assist with identifying and resolving system gaps between business process requirements and system capabilities; identify and document Change Management (CM) and training needs, develop and draft detailed CM strategy, plan and associated artifacts. Lead and manage the execution of the CM plan.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Engineering, Computer Science, Information Systems, Business, Psychology, or other related discipline.

General Experience: The proposed candidate must have at least ten (10) years of experience in organizational change management.

Specialized Experience: The proposed candidate must have at least eight (8) years of experience in drafting detailed CM strategy, plan and associated artifacts and five (5) years of experience in leading and managing the execution of the CM plan.

U) Computer Graphics Illustrator

Position Description: The Computer Graphics Illustrator shall recommend various methods of portraying ideas regarding the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines. The position shall utilize complex automated color graphic equipment, and PC software packages to perform duties.

Education: This position requires a high school diploma or the equivalent. An additional year of specialized experience may be substituted for the required education.

Total Experience: The proposed candidate must have at least three (3) years of experience in creating and generating graphics using computer graphics software. This individual must possess skill in the preparation of graphs, charts, and text data for visual presentations. A basic knowledge of graphic equipment, graphic software, file formats, and graphic terms is required.

V) Computer Operations Center, Specialist

Position Description: The Computer Operations Center Specialist shall established detailed schedules for maximum utilization of all computer operations center equipment. The Computer Operations Center Specialist is responsible for performing the following tasks:

A. Consulting with other data processing section personnel to coordinate activities, and prepare activity and progress reports regarding the computer operations center

B. Evaluating production, equipment and personnel costs

C. Analyzing and interpreting technical data processing data

D. Communicating technical data processing information effectively both orally and in writing

E. Applying applicable rules, regulations, policies and procedures of the computer operations center

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: This position requires a minimum of five (5) years of experience.

Specialized Experience: The proposed candidate must have:

A. Possess at least three (3) years of specialized experience working in a computer operations center

B. Possess the ability to function in a multi-system and/or multi-application environment. Ability to operate and monitor multiple terminals.

C. Demonstrate knowledge of data processing operations, equipment, procedures, and workflow.

D. Demonstrate knowledge of environmental requirements of mainframes, servers and other hardware.

E. Demonstrate knowledge of emergency security procedures for a computer operations center.

W) Computer Programmer (Junior)

Position Description: The Computer Programmer (Junior) shall translate detail program flowcharts into program-coded instructions used by third- and fourth-generation, or current state-of-the-art computers.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of computer programming experience.

X) Computer Programmer (Senior)

Position Description: The Computer Programmer (Senior) shall utilize IT equipment and languages (third- and fourth-generation or current state-of-the-art) to develop and prepare diagrammatic plans to solve business, management, communications, and strategic problems. This

individual shall design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. This individual shall verify the accuracy and completeness of programs and systems by preparing sample representative data, and perform testing by means of cycle and system processing.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of programming experience in software development or maintenance.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in IT systems analysis and programming.

Y) Computer Software/Integration Analyst (Senior)

Position Description: The Computer Software/Integration Analyst (Senior) is responsible for performing the following tasks:

A. Presenting system designs for user approval at formal reviews
B. Performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results
C. Providing solutions to identified software problem reports

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: The proposed candidate must have at least five (5) years of experience as a Computer Systems Analyst. This individual must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. This individual must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, finance, and accounting. This individual must be knowledgeable in life-cycle support, including maintenance, administration, and management.

Z) Computer Specialist

Position Description: The Computer Specialist shall determine costs for converting computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators, and recommend better utilization of operating systems capabilities to improve system efficiency. His/her responsibilities shall include the following:

A. Developing, managing, maintaining, and evaluating state-of-the-art computer hardware, software, and software development tools

B. Evaluating their ability to support specific requirements and interface with other equipment and systems

C. Determining potential and actual bottlenecks

D. Proposing recommendations for their elimination

E. Making recommendations for systems improvements that will result in optimal hardware and software usage

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least five (5) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as a computer hardware and/or systems software specialist, or as a systems analyst with duties relating to the evaluation of third- and fourth-generation or state-of-the-art computer hardware and software, and its ability to support specific requirements for systems management or large-scale system development and maintenance.

AA) Computer Systems Analyst (Junior)

Position Description: The Computer Systems Analyst (Junior) develops requirements for information systems from a project's inception to conclusion. This individual develops required specifications for simple to moderately complex systems. The position shall be responsible for assisting senior computer systems analyst in preparing input and test data for the proposed system.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of computer experience in assignments of a technical nature, working under close supervision and direction.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

BB) Computer Systems Analyst (Senior)

Position Description: The Computer Systems Analyst (Senior) provides technical and administrative direction for personnel performing software development tasks; this includes the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. The Computer Systems Analyst (Senior) is responsible for performing the following tasks:

A. Coordinating with the Program Manager to ensure problem solutions and user satisfaction

B. Making recommendations, if needed, for approval of major systems installations

C. Preparing milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives

D. Providing daily supervision and direction to support staff

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DBMS), and use of programming languages. This individual must have knowledge of current storage and retrieval methods, and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

CC) Computer Systems Programmer

Position Description: The Computer Systems Programmer creates and/or maintains operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. This individual shall modify existing software, and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in IT systems analysis and programming.

DD) Computer Systems Programmer (Senior)

Position Description: The Computer Systems Programmer (Senior) creates and/or maintains operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. This position is responsible for modifying existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have twelve (12) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least ten (10) years of experience in IT systems analysis and programming.

EE) Cost Accountant (Senior)

Position Description: The Senior Cost Accountant provides cost estimates and financial management support including all activities that occur during the life cycle of an Information Technology application or system. This individual is responsible for performing the following tasks:

A. Conducting investment analyses or other complex operational analyses
B. Providing expertise and support in conducting a full range of investment analyses activities including:
    1. Market surveys,
    2. Requirements definitions
    3. Schedule development
    4. Tradeoff studies
    5. Cost analyses
    6. Benefits analyses
    7. Risk analyses
    8. Economic analyses
C. Supporting architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses
D. Conducting analytical studies involving complex technical analyses, schedule constraints, and system benefits and system cost factors
E. Identifying cost accounting or financial problems and recommending solutions
F. Presenting plans, analyses, and other advice within functional areas

Education: This position requires a Bachelor's degree from an accredited college or university in Economics, Business, Accounting, Finance, or a related discipline. (Note: A Master's degree and CPA are preferred.)

General Experience: The proposed candidate must have at least eight (8) years of relevant experience as a cost analyst, or have been involved in analysis in business-related subject areas such as accounting, finance, or economics.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in financial cost accounting with demonstrated success in analyzing information systems.

FF) Data Center Design Engineer

Position Description: Performs planning and design of data room and data center infrastructures. Selects the appropriate availability class based upon on-site requirements. Utilizes industry best practices. Specifies optimal configuration for layout, construction, mechanical, electrical, and plumbing, fire suppression, and networking. Develops expansion or consolidation strategies. Analyzes business requirements and develops designs including such things as: calculating server and storage power and cooling requirements; calculating basic space plans for racks and supporting infrastructure; and, calculating dollar per kilowatt-hour estimates for facilities components; reviewing construction documents, design development, schematic design, bids, permits, and issue

for construction documents. Designs interior data center spaces (power, cooling, racking, cabling, containment, etc.) and exterior data center central plant components (chillers, cooling towers, transformers, air handlers, water treatment, etc.). Evaluates design/build versus colocaton/lease options. Possesses effective written and communication skills. Creates and presents information before a variety of internal and external technical and executive management stakeholders.

Education: The proposed candidate must possess a Bachelor's Degree in Engineering, Information Systems, or equivalent.

General Experience: The proposed candidate must have at least five (5) years of related data center design engineering experience. Must possess strong interpersonal, and written and oral communication skills, effective time management skills, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management.

Specialized Experience: The proposed candidate must possess a BICSI Data Center Design Consultant (DCDC) certification.

GG)Database Management Specialist (Junior)

Position Description: The Database Management Specialist (Junior) shall provide highly technical expertise and support in the use of DBMS. This individual shall evaluate and recommend available DBMS products to support validated user requirements. This individual is responsible for performing the following tasks:

A. Defining file organization, indexing methods, and security procedures for specific user applications

B. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments

C. Ensuring that data integrity, security, and recoverability are built into the DBMS applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of experience in DBMS systems analysis and programming.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in using current DBMS technologies, application design utilizing various database management systems, and experience with DBMS internals.

HH)Database Management Specialist (Senior)

Position Description: The Database Management Specialist (Senior) shall provide highly technical expertise and support in the use of DBMS. This individual is responsible for performing the following tasks:

A. Evaluating and recommending available DBMS products to support validated user requirements

B. Defining file organization, indexing methods, and security procedures for specific user applications

C. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments

D. Ensuring data integrity, security, and recoverability are built into the DBMS applications

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least six (6) years of experience in DBMS systems analysis and programming.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems, and experience with DBMS internals.

II) Database Manager

Position Description: The Database Manager shall manage the development of database projects. This individual is responsible for performing the following tasks:

A. Planning and budgeting staff and data resources

B. Supporting application developers in planning preparation, load analysis, and backup and recovery of data

C. Reallocating resources to maximize benefits, when necessary

D. Preparing and delivering presentations on DBMS concepts

E. Providing daily supervision and direction to support staff

F. Monitoring performance and evaluating areas to improve efficiency

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: The proposed candidate must have at least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

JJ) Database Manager, DB2

Duties: Supports, operates, and maintains IBM DB2 applications and database management systems. Performs backups of IBM DB2 databases and applications that support the functionality of IBM DB2 databases. Provides ongoing guidance concerning best practices in planning, designing, and implementing IBM DB2 database management technologies. Performs a variety of daily tasks relevant to the support, operations, and maintenance of IBM DB2 databases and applications that support the functionality of IBM DB2 databases, including such things as

checking database logs, monitoring the health of the IBM DB2 system and supporting applications and tools, monitoring backup jobs and ensures successful completion, monitoring performance and space on servers and databases, maintaining database security, fielding IT support inquiries relevant to IBM DB2 databases, troubleshooting problems, managing database users, reorganizing tables, and writing queries and scripts. Performs any other tasks pertinent to the support, operations, and maintenance of IBM DB2 databases and applications that support the functionality of IBM DB2 databases, including such things as resolving bugs, installing updates and managing patches, monitoring and ensuring the security of the IBM DB2 databases and the information contained therein, conducting data modelling, making adjustments to configurations, reviewing developer code and executing it in production environments, interacting with application developers, installing new IBM DB2 systems and features, changing or removing IBM DB2 systems and features, restoring data, ensuring data integrity, monitoring performance metrics and taking action to ensure high levels of performance, adding and deleting databases, developing contingency and migration plans, providing capacity planning, reviewing and maintaining documentation, and providing advice and guidance on practices and standards. Supports the full application development cycle from design to testing and implementation. Writes SQL Queries to support functions such as database monitoring and maintenance and ad hoc updates and reports.

Education: Bachelor's degree from an accredited college or university in Computer Science, Database Administration, or a related field.

Experience: The proposed candidate must have at least five (5) years of current experience in managing and administering IBM DB2 databases. Note that "current experience" is defined as experience in supporting either the latest version, or the next to latest version. The proposed candidate must possess excellent oral and written communication skills, effective time management skills, good interpersonal skills, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management. Must possess effective analytical and problem solving skills. Must collaborate effectively with other operational support teams. Must possess an IBM DB2 Database Administration certification. Must possess a general understanding of ITIL processes and framework. ITIL foundation certification is preferred. Administers IBM DB2 software licenses and assures license compliance.

KK)Database Manager, Oracle

Duties: Supports, operates, and maintains Oracle applications and database management systems. Performs backups of Oracle databases and applications that support the functionality of Oracle databases. Provides ongoing guidance concerning best practices in planning, designing, and implementing Oracle database management technologies. Performs a variety of daily tasks relevant to the support, operations, and maintenance of Oracle databases and applications that support the functionality of Oracle databases, including such things as checking database logs, monitors the health of the Oracle system and supporting applications and tools, monitoring backup jobs and ensures successful completion, monitoring performance and space on servers and databases, maintaining database security, fielding IT support inquiries relevant to Oracle databases, troubleshooting problems, managing database users, reorganizing tables, and writing queries and scripts. Performs any other tasks pertinent to the support, operations, and maintenance of Oracle databases and applications that support the functionality of Oracle databases, including such things as resolving bugs, installing updates and manages patches, monitoring and ensuring the security of the Oracle databases and the information contained therein, conducting data modelling, making adjustments to configurations, reviewing developer code and executing it in production

environments, interacting with application developers, installing new Oracle systems and features, changing or removing Oracle systems and features, restoring data, ensuring data integrity, monitoring performance metrics and taking action to ensure high levels of performance, adding and deleting databases, developing contingency and migration plans, providing capacity planning, reviewing and maintains documentation, and providing advice and guidance on practices and standards. Supports the full application development cycle from design to testing and implementation. Administers Oracle software licenses and assures license compliance.

Education: Bachelor's degree from an accredited college or university in Computer Science, Database Administration, or a related field.

Experience: The proposed candidate must have at least five (5) years of current experience in managing and administering Oracle databases. Note that "current experience" is defined as experience in supporting either the latest version, or the next to latest version. The proposed candidate must possess excellent oral and written communication skills, effective time management skills, good interpersonal skills, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management. Must possess effective analytical and problem solving skills. Must collaborate effectively with other operational support teams. Must possess an Oracle Database Administrator Certification at the Associate level. An Oracle Database Administrator at the Professional or Master level is preferred. Must possess a general understanding of ITIL processes and framework. ITIL foundation certification is preferred.

LL) Desktop Support Specialist

Position Description: This Desktop Support Specialist fully supports all desktop functions including image creation, installing and supporting COTS products, patching operating systems and COTS products. Position requires self-motivation and the ability to work effectively under a minimum of supervision. Must be able to multi-task efficiently, work in a fast paced environment on multiple projects, and have a strong attention for detail.

Primary Responsibilities (include but are not limited to):

1. Ability to follow established best-practice organizational operating procedures.
2. Verifying appropriate patch levels of operating systems and desktop software.
3. Remediating any Security vulnerabilities identified by Security team.
4. Verifying appropriate DAT levels with McAfee Virus scan and malware for desktops.
5. Delivering and configuring new desktops and monitors to client locations
6. Administer Microsoft Active Directory user accounts, groups and desktops

General Experience: This position requires a minimum of three years of desktop configuration and administration of Active Directory Objects

Specialized Experience: At least two years of experience working Desktop as a service. Must be able to speak and read English and be proficient with Microsoft Suite of products including, Word, Excel, and PowerPoint. Must demonstrate a good attitude and ability to work as a member of a team. Possession of a clean MDOT MVA driving record is required. Must have at least one year of experience with VmWare thin client technology.

Education: Graduation from an accredited high school or possession of a high school equivalency certificate.

Supervisory Responsibilities: There are no supervisory responsibilities associated with this position.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to be able to stand; walk; sit; use hands and/or fingers to handle, or feel objects, tools or controls; operate office equipment, reach with hands and arms; climb stairs; balance; stoop; kneel; talk or hear; taste or smell. The employee must occasionally lift and/or move up to 30 pounds.

MM) Diagram & Change Management Librarian

Position Description: The Configuration Librarian is the only person who has the authority to manage the Configuration Management Library and all the master copies of Configuration Items (CIs). This role is responsible for the acceptance, identification, storage and withdrawal of all supported CIs. A Configuration Librarian provides information on the status of CIs. In a multi-customer environment, the Configuration Librarian is the super user for all the accounts that are assigned to him or her. The Configuration Librarian is responsible for ensuring that all the CIs are registered and that these records are correct and up to date. He/she should update a CI record as soon as a Change occurs. The Configuration Librarian is responsible for registering a new CI when needed, transitioning a CI into a new state, creating or adding new features to a CI, viewing and monitoring all CIs, and removing a CI when it is not needed.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline.

General Experience: At least 10 years of experience in maintaining up-to-date records of configuration items registered with service asset and configuration management.

Specialized Experience: At least eight (8) years of experience in maintaining up-to-date records of network configuration records, diagrams, and change requests in an enterprise IT environment.

NN)Documentation Specialist

Position Description: The Documentation Specialist gathers, analyzes, and composes technical information. This individual is responsible for performing the following tasks:

A. Conducting research and ensuring the use of proper technical terminology

B. Translating technical information into clear, readable documents to be used by technical and non-technical personnel

C. Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment)

Education: This position requires an Associate's Degree in a related field.

General Experience: The proposed candidate must have at least four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in preparing technical documentation including researching for applicable standards.

OO)ENT Systems Manager

Duties: Provide oversight of all ENT applications hardware and software. Recommend and coordinate the implementation of Enterprise systems to solve difficult problems requiring innovative resolutions, design systems and complex solutions, build and deploy, as well as operate, maintain and optimize Microsoft-based systems. Must be knowledgeable in Cloud technology both public and private, VMWare server infrastructure platform, Messaging and SharePoint.

Education: A Bachelor's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one (1) of the above disciplines equals one-year specialized and two (2) years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Seven (7) years of experience in a computer-related field.

Specialized Experience: Three (3) years of experience administering Enterprise level solutions. Must possess a MCSE certification.

PP) Facilities Specialist

Position Description: The Facilities Specialist performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to

A. High and low pressure steam plant boilers
B. Security and fire systems
C. Portable and installed generator sets
D. Automatic transfer sets
E. Uninterruptable power supplies
F. Batteries and associated electrical wiring/components
G. Air handling units, pumps, exchangers and cooling towers
H. Carpentry, painting, plumbing and electrical and mechanical activities
I. Various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment

Education: This position requires a High School diploma or the equivalent.

General Experience: The proposed candidate must have at least one (1) year of experience in facilities work or related field.

QQ)Facility Operations Engineer

Position Description: The Faculty Operations Engineer provides engineering support for facility and infrastructure projects. This individual supports project development, design, bid proposal, schedule development, and technical support. This individual shall manage and direct personnel in the operation, maintenance, and repair of facilities, systems, and institutional equipment; these include building, heating, ventilation and air conditioning (HVAC) systems, boiler systems, generator systems and electrical systems.

Education: This position requires a Bachelor's degree from an accredited college or university in Civil, Mechanical, Electrical, Industrial or Facilities Management Engineering or a related field.

General Experience: The proposed candidate must typically have at least eight (8) years of experience in facilities management or related field.

RR) Fiber Planner

Duties: Fiber Planner shall participate in fiber resource share discussions, planning and design meetings and coordinate fiber activities with MDOT customers, upper level management; State and Local officials, Agencies and Counties; and fiber contractors/Subcontractors and providers.

Fiber Planner shall be responsible for developing Statements of Work, assist in development of fiber and cabling task order proposals, material and labor cost estimates, maintain as-built documentation, fiber plant diagrams, and fiber strand resource allocation documentation.

Fiber Planner shall provide, at a minimum, monthly status of all fiber projects. Contractor shall have the minimum tools to be able to install, terminate, splice, test and certify CAT5x, CAT6x and single-mode (OS1, OS2) and multi-mode (OM1, OM2, OM3, OM4) fiber optic cabling.

In addition to standard work tools (such as various style pliers, flat and Phillips head screwdrivers, standard hammer, rubber mallet, box & sheet metal cutters, drill & bits, measuring tape, stud finder, work light, etc.), cable and fiber tools required should include but not limited to (some examples):

A. Cable Cutting and Stripping Tools
B. Crimping Tools
C. Cable Analyzer/Tester for testing continuity, wiring faults and cable connections
D. Cable Tone Generator and Probe
E. Cable Punch Tools
F. Fiber power meter
G. Optical Time Domain Reflectometer (OTDR) which can support long-haul SM cable distances of up to 100 miles
H. SM/MM Fusion Splicer
I. Cable Rodder
J. Fish Tape
K. Ladder(s)

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (5) years of experience in planning and implementing fiber solutions.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in using the types of tools mentioned above.

SS) Financial Analyst

Position Description: The Financial Analyst shall clearly define government financial business practices and Electronic Commerce/Electronic Data Interchange (EC/EDI) opportunities, and incorporate the defined processes into an automated solution that include relational databases and distributed systems for integration into the government financial business system. The Financial Analyst is responsible for performing the following tasks:

A. Identifying potential problems and recommending solutions through analysis

B. Working with functional specialists, automation specialists, Master Contractors, vendors, and customers to effectively automate the customer's requirements into an automated application

C. Acting as a focal point to coordinate all disciplines in the recommended solution.

D. Communicating with both IT and financial oriented individuals to document the flow, recommend opportunities, impact recommendations, and serve as the liaison between the financial specialist and automation specialist that do not have both disciplines

E. Applying state-of-the-art applications that will automate financial applications in the most effective manner while adhering to the established Accounting Principles and Practices

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Finance, Business, or a related technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of financial management experience.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in financial management with demonstrated ability in analyzing, designing, and developing automated applications for unique business practices in a fee-for-service environment.

TT) Financial Analyst (Senior)

Position Description: The Financial Analyst (Senior) provides financial management planning and execution support. His/her responsibilities include performing the following tasks:

A. Conducting investment analyses or other complex operational analyses

B. Providing expertise and support in conducting a full range of investment analyses activities, including market surveys, cost analyses, benefits analyses, risk analyses, economic analyses, requirements definitions, schedule development, and tradeoff studies

C. Supporting architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses

D. Classifying and summarizing financial data for the preparation and submission of reports on a recurring basis

E. Applying financial analysis to information systems issues

Education: This position requires a Bachelor's degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline. (Note: A Master's degree and a CPA are preferred.)

General Experience: The proposed candidate must have at least eight (8) years of progressive experience as an analyst or have been involved in analyst type functions in a business related subject area such as accounting, finance or economics.

Specialized Experience: The proposed candidate must have at least five (5) years of financial management experience with demonstrated ability in analyzing information systems. This individual must have knowledge of theories, principles, and practices of financial management, including time value analyses, cash flow analyses, and cost/benefit and return on investment analyses.

UU)Geographic Information Systems (GIS) Technician I

Duties: Performs systems analysis, design, programming, documentation, and implementation of complex GIS applications. Develops logical and physical geo-database designs; implements geo-databases, establishes recovery plans, and monitors geo-database performance. Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing simple spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems which may link parcel maps or orthophotos with environmental data, historic data, transportation data and health data to produce maps or quantify information about the impacts of features on parcel ownership. Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary lines. Act as a "consultant" to internal customers during their use, development and quality assessment of spatial databases.

Education: A Bachelor's Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least nine (9) credit hours in courses specifically related to GIS operation/management. A Masters Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 undergraduate credit hours in courses specifically related to GIS operation/management is preferred.

Experience: A minimum of three (3) years of professional experience in GIS, cartography, CADD, or a related field.

VV)Geographic Information Systems (GIS) Technician II

Duties: Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certifies changes in boundary lines.

Education: Bachelor's degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, Library Science or related field with at least nine (9) credit hours in courses specifically related to GIS operation/management.

Experience: A minimum of two (2) years of successful experience at the equivalent of the GIS Trainee level.

WW) Group Facilitator (Senior)

Position Description: The Group Facilitator (Senior) provides assistance in the group decision-making process by intervening to help a group improve its effectiveness and efficiency through enhanced problem identification, problem solutions and decision-making skills. This position's responsibilities include performing the following tasks:

A. Taking primary responsibility for managing the group process and assists groups to be more effective by improving existing group practices.

B. Guiding groups through proven processes and understands basic group dynamics and interrelationships.

C. Intervening when it is evident that the group process or other factors interfere with a group's ability to accomplish specific goals and objectives.

Education: A Bachelor's degree from an accredited college or university with a major in Education, the Social Sciences, Human Resources, Business or a related field.

General Experience: The proposed candidate must have at least five (5) years of experience as a group facilitator.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as a group facilitator involving technical projects.

XX)Help Desk Manager

Position Description: The Help Desk Manager provides daily supervision and direction to the staff responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and other network services. This individual shall manage the personnel that serve as the first point of contact for troubleshooting hardware and software PC and printer problems.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the management of a Help Desk. General experience includes information systems development, network, and other work in the client/server field, or related fields.

Specialized Experience: The proposed candidate must have at least five (5) years of specialized experience including: management of help desks in a multi-server environment, comprehensive knowledge of PC operating systems (e.g., DOS, Windows), networking and mail standards, and

supervision of help desk employees. The candidate must have demonstrated ability to effectively communicate orally and in writing, and have a positive customer service attitude.

YY)Help Desk Specialist (Junior)

Position Description: The help Desk Specialist provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. This individual serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least five (5) years of experience in business IT environments, with emphasis on PC hardware and applications. General experience includes information systems development, work in the client/server field, or related fields.

Specialized Experience: The proposed candidate must have at least two (2) years of comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. This individual must show demonstrated ability to communicate orally and in writing and to have a positive customer service attitude.

ZZ) Help Desk Specialist (Senior)

Position Description: The Help Desk Specialist (Senior) provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. This individual serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: This position requires a minimum of seven (7) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General experience includes, but is not limited to: information systems development, work in the client/server field, or related fields.

Specialized Experience: The proposed candidate must have at least five (5) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. The proposed candidate must have at demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

AAA) Information Engineer

Position Description: The Information Engineer shall apply a set of disciplines for planning, analysis, design, construction, and maintenance of information systems on a business-wide basis or across a major sector of the business. This individual is responsible for performing the following tasks:

A. Performing business strategic systems planning, information planning, and analysis

B. Performing process and data modeling in support of the planning and analysis efforts using both manual and automated tools (such as I-CASE tools)

C. Applying reverse engineering and re-engineering disciplines to develop migration strategic and planning documents

D. Providing technical guidance in software engineering techniques and automated support tools

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience in engineering, systems analysis, design, and programming.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in information systems development, functional and data requirement analysis, systems analysis, and design, programming, program design, and documentation preparation.

BBB) Information Engineer (Senior)

Position Description: The Information Engineer (Senior) develops analytical and computational techniques and methodology for problem solutions. This position is responsible for performing the following tasks:

A. Performing process and data modeling in support of the planning and analysis efforts using manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools.

B. Applying reverse engineering and reengineering disciplines to develop migration strategic and planning documents.

C. Providing technical guidance in software engineering techniques and automated support tools.

D. Applying business process improvement practices to modernization projects.

E. Applying, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques.

F. Assisting in establishing standards for information systems procedures.

G. Developing and applies organization wide information models for use in designing and building integrated, shared software and Database Management Systems (DBMS).

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and programming using CASE and IE tools and methods.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

CCC) Information Security Engineer

Position Description: The Information Security Engineer analyzes and defines security requirements for information protection. This individual must define and develop security policies. This individual also analyzes the sensitivity of information, and performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in information protection.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in defining security programs or processes for the protection of sensitive or classified information.

DDD) Information Technology Architect (Senior)

Position Description: The Information Technology Architect (Senior) shall provide expertise in the most current (Note: A Master's degree is preferred.)

Duties: Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

General Experience: At least ten (10) years of experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

EEE) Information Technology Professional (Senior)

Duties: Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. IT Project

Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews). Accountabilities include coordinating input from various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, Mathematics or a related technical or business field. A Master's degree is preferred.

General Experience: At least eight (8) years of relevant industry experience in the discipline required.

FFF) Interdisciplinary Engineer

Duties: The Interdisciplinary Engineer Translate mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Define interaction and interface among different categories of requirements, and develop appropriate design to support the requirements while employing IT methodologies. Serve as a liaison to interpret and translate various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

General Experience: Must have five (5) years of experience in technical work in the areas of system management and system integration.

Specialized Experience: At least three (3) years of experience in IT disciplines involving operating systems software, electronics communications analysis and design, system interface, systems integration, and mechanical or civil engineering.

GGG) Interdisciplinary Engineer (Senior)

Duties: The Senior Interdisciplinary Engineer performs senior level engineering and/or IT tasks in the disparate areas of software, electronics telecommunications, or networking. Translates mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Defines interaction with and/or interface between these different categories of requirements and to develop the appropriate design to support these requirements while employing methodologies from any of the above disciplines as required. Serves as a liaison to interpret and translate among the various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred.

General Experience: Must have eight (8) years of experience in technical work in the major areas of system management and system integration. Must have demonstrated ability to perform senior level engineering and/or IT tasks in the disparate areas of software, electronics telecommunications, or networking.

Specialized Experience: At least five (5) years of experience in specialized IT and telecommunications disciplines involving system interfaces, system integration and network development, and/or integration involving a wide range of network, hardware, and software solutions. At least three (3) years in operating systems software, electronic communications analysis and design, or networking.

HHH) Internet/Intranet Site Developer (Junior)

Position Description: The Internet/Intranet Site Developer (Junior) must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. The individual in this position must be able to apply new and emerging technologies to the development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

Specialized Experience: The proposed candidate must have at least one (1) year of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

III) Internet/Intranet Site Developer (Senior)

Position Description: The Internet/Intranet Site Developer shall translate application requirements into the design of complex web sites, including integrating web pages and applications. This individual shall apply new and emerging technologies to the site development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.

Specialized Experience: The proposed candidate must have at least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

JJJ) Internet/Web Architect

Position Description: The Internet/Web Architect is responsible for analyzing assigned specifications, planning, designing, and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business processes. This individual shall provide appropriate documentation for object design decisions, estimating

assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. This individual is responsible for minimizing the issues between the client and the server applications, and for the overall setup and design of the Internet and web server architecture. The impact and complexity of this job will increase if the organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

Education: This position requires a Bachelor's Degree in Computer Science, Information Systems, or a related field; or equivalent work experience.

General Experience: The proposed candidate must have at least five (5) years of IT work experience.

Specialized Experience: The proposed candidate must have worked independently or as a part of a team under general supervision, and have coached more junior technical staff. This individual must have worked in the role of a technical expert for an IT organization on its web application(s). This individual must provide input into highly complex and high impacting decisions as it relates to his/her area of expertise.

KKK) MDOT Network Manager

Position Description: The Network manager performs a variety of network management functions and oversight in support of the operation, performance, and availability of data, video and voice communications networks. This individual shall serve as an LAN/WAN consultant skilled in network analysis, integration, and tuning. His/her responsibilities include performing the following tasks:

A. Modifying command language programs and network start up files, assigning/re-assigning network device logical, analyzing network performance, and recommending adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks

B. Analyzing client LANs/WANs, isolating source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance

C. Conducting load balancing efforts to achieve optimum device utilization and network performance for video, voice and data.

D. Coordinating with communications engineering to resolve hardware problems

E. Working with customer and operations staff in scheduling preventative and emergency maintenance activities

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. The candidate must possess a certification as a network engineer for the specific network operating system as defined by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least twelve (12) years of experience in a computer-related field. This individual must have a working knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least ten (10) years of experience in one or more of the following areas: data communications engineering, data communications

hardware or software analysis, network administration or management, or have data communication equipment installation and maintenance. He is must have knowledge of cable including FDDI, FOIRL, and 10/100/1000 BaseT. in addition, the candidate must have a working knowledge of Ethernet, high speed WANs, routers, bridges, and switches. Experience working with IBM's SNA, with knowledge of the MVS operating system and SNA protocols. This individual must have experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products.

LLL) Network Administrator

Position Description: The Network Administrator performs a variety of network management functions related to the operation, performance, or availability of data communications networks. This individual is responsible for performing the following tasks:

A. Analyzing client LANs/WANs, isolating the source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance

B. Modifying command language programs and network start up files, assigning/reassigning network device logical, and participating in load balancing efforts throughout the network to achieve optimum device utilization and performance

C. Establishing new user accounts on the network, granting access to required network files and programs.

D. Managing network E-mail functions

E. Establishing mailboxes and monitoring mail performance on the network

F. Troubleshooting network/user problems, and presenting resolutions for implementation

G. Preparing a variety of network resource reports

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or two (2) years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, the candidate should be certified as a network administrator for a specific network operating system as defined by the State. Certification criteria are determined by the network operating system vendor. Two (2) additional years of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field. This individual must have advanced knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management. This individual must also have experience with cable/LAN meters, protocol analyzers, SNMP' and RMON based software products. Additionally, he/she must have knowledge of Ethernet, FDDI and high speed WANs and routers.

MMM) Network Engineer (Junior)

Position Description: The Network Engineer (Junior) performs similar duties as directed or instructed by the senior network engineer. This individual conducts studies pertaining to network configuration, and monitors traffic patterns such as protocols and peak usage. This individual must stay current with technological changes.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least three (3) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks.

NNN) Network Engineer (Senior)

Position Description: The Network Engineer is responsible for the design and implementation of large data communications or telecommunications networks. This individual is also responsible for the design and implementation of LANs/WANs using hub switching and router technology. In addition, the Network Engineer is responsible for performing the following tasks:

A. Planning and monitoring the installation of communications circuits
B. Managing and monitoring local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways)
C. Conducting short and long-term plans to meet communications requirements
D. Performing hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment
E. Preparing tradeoff studies and evaluations for vendor equipment
F. Generating network monitoring/performance report, for LAN/WAN utilization studies
G. Recommending network design changes/enhancements for improved system availability and performance

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or a related scientific or technical discipline. If applicable, the candidate must be certified as network engineer for the specific network operating system as defined in by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least nine (9) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least seven (7) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. This individual must have experience with network analysis/management tools and techniques, and be familiar with Personal Computers (PCs) in a client/server environment. This individual must also be familiar with IT technology and long distance and local carrier management.

OOO) Network Manager

Position Description: The Network manager performs a variety of network management functions in support of MIS services related to the operation, performance, or availability of data communications networks. This individual shall serve as an LAN/WAN consultant skilled in network analysis, integration, and tuning. His/her responsibilities include performing the following tasks:

A. Modifying command language programs and network start up files, assigning/re-assigning network device logical, analyzing network performance, and recommending adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks

B. Analyzing client LANs/WANs, isolating source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance

C. Conducting load balancing efforts to achieve optimum device utilization and network performance

D. Managing network E-mail functions

E. Establishing mailboxes and monitoring mail performance on the network

F. Coordinating with communications engineering to resolve hardware problems

G. Working with customer and operations staff in scheduling preventative and emergency maintenance activities

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. The candidate must possess a certified as a network engineer for the specific network operating system as defined by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least twelve (12) years of experience in a computer-related field. This individual must have a working knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least ten (10) years of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, or have data communication equipment installation and maintenance. He is must have knowledge of cable including FDDI, FOIRL, and 10/100/1000 BaseT. in addition, the candidate must have a working knowledge of Ethernet, high speed WANs, routers, bridges, and switches. Experience working with IBM's SNA, with knowledge of the MVS operating system and SNA protocols. This individual must have experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products.

PPP) Network Operations Center (NOC) Manager

Position Description: The NOC Manager deals with a broad base of stakeholders, including customers, vendors, engineers, and the entire technical team. This individual is responsible for managing and coordinating the NOC team. Important focuses of this coordination are to assure that the networking system runs effectively without interruption, and to assure that performance meets and exceeds SLAs. The NOC Manager is responsible for the accuracy of the Forward

Schedule of Changes Calendar, reporting any unscheduled outages. This individual also manages the technical business processes (e.g. ITIL) of the organization. Typically, this position manages a team of technical resources that are staffed 24x7x365 and reports to top management, keeping upper management informed about what is happening in the agency concerning the agency's network. This individual is able to quickly develop innovative solutions in response to various networking problems and direct the execution of these solutions. This individual ensures that customer needs are properly defined and satisfactorily met. This individual stays abreast of new technologies emerging in the industry.

Education: The position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. The candidate must possess a Cisco Certified Network Associate (CCNA) certification. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least twelve (12) years of experience in a computer-related field. This individual must have a working knowledge of network operating systems. The proposed candidate must have at least five (5) years prior experience with managing a technical team. The proposed candidate must have effective verbal and written communication skills, and is able to communicate about networking issues effectively in a comprehensible manner. The proposed candidate must have effective troubleshooting skills. The proposed candidate must have excellent interpersonal skills, and must be able to provide superior customer service through their own actions and must be able to manage subordinates to provide superior customer service. The proposed candidate must have a good understanding of the industry that the candidate will be working in, and must have a deep understanding of technology. The proposed candidate is able to work independently and as part of a team.

Specialized Experience: The proposed candidate must have a comprehensive working knowledge of the IT service management practices (e.g. ITIL). The proposed candidate must have at least ten (10) years of experience in one or more of the following areas: data communications engineering; data communications hardware or software analysis; network administration or management; or data communication equipment installation and maintenance. The candidate must have a working knowledge of Ethernet, VOIP and video technology, high speed WANs, routers, bridges, and switches. This individual must have working knowledge of with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products.

QQQ) Network Security Engineer

Position Description: The Network Security Engineer designs, develops, engineers, and implements solutions for projects such as biometrics, smart cards, Secure remote access, VPN, Intrusion detection, port scanning, web security, and vulnerability assessments and remediation.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. A Master's Degree in one of the above disciplines is equal to one (1) year of specialized and two (2) years of general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least eight (8) years of computer-related experience.

Specialized Experience: The proposed candidate must have at least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and security management.

RRR) Network Technician

Position Description: The Network Technician performs similar duties as directed or instructed by the senior network engineer. This individual adds or exchanges externally connected PC accessories and data communications equipment including cables, boards, batteries, disks drives, and other PC components. This individual also attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications, and data communications equipment.

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical school certificate of completion in the data communications field including cable installation, or the equivalent military training. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least three (3) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least two (2) years of experiences installing and maintaining shared resources for communication networks and devices.

SSS) Office Automation Specialist

Position Description: The Office Automation Specialist performs specialized data entry work, operating specialized data entry equipment in a high production and closely monitored work environment. This position is responsible for key entering data from a variety of source documents with specific standards maintained for speed and accuracy.

Education: This position requires a Bachelor’s degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor’s degree.

General Experience: The proposed candidate must have a minimum of five (5) years of experience data entry work and equipment.

Specialized Experience: The proposed candidate must have a minimum of three (3) years of specialized experience in the operation of specialized data entry equipment.

TTT) Operations Research Analyst (Senior)

Position Description: The Operations Research Analyst (Senior) conducts investment analyses or other complex operational analyses. This individual is responsible for performing the following tasks:

A. Provides expertise and supports evaluations of program results and potential changes to program results related to IT investments along with an analysis and presentations of alternatives.

B. Provides operational analyses support to all phases of the life cycle of an information system.

C. Conducts operational analyses of existing systems using performance measures, criteria, and standards to determine requirements for needed changes.

D. Evaluates, selects, and uses the tools of modern operations research (such as commercially available decision and analytical support software tools) to conduct analyses of projected changes to system or program performance.

E. Supports architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses.

Education: Bachelor's Degree from an accredited college or university in a related field, with at least 24 semester hours in a combination of mathematics, probability, statistics and logic. Master's degree preferred.

General Experience: Must have eight (8) years of experience in operations research.

Specialized Experience: At least five (5) years of experience in conducting quantitative analysis using operations research tools, econometrics, or other quantitative techniques.

UUU) Planner, Information Technology (Senior)

Position Description: The Information Technology Planner (Senior) provides planning services for a wide range of programs and projects including design, development, implementation, post-implementation and maintenance of the systems. The tasks that this position performs includes:

A. Provides SWOT analyses, critical success factor analyses, strategic business planning, strategic information systems planning, value chain analyses, e-business assessments, and other techniques used to establish strategic plans.

B. Provides expertise in conducting research, evaluations, and studies required to develop both short-term and long-term plans.

C. Provides plans, designs, concepts, and develops both general and specific program and project strategies for linking proposed investments in IT to business results.

D. Provides planning, scheduling, networking and coordination assistance among State organizations involved in implementation and integration efforts. Identifies problems and recommends solutions.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Planning or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years progressive experience as an IT planner or involved in planning type functions.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in planning, analyses, design, development, implementation and post-implementation of IT projects or systems.

VVV) Privacy Specialist

Position Description: The Privacy Specialist deals with a broad base of stakeholders, including customers, vendors, engineers, and the entire technical team. This individual is responsible for performing the following tasks:

A. This individual ensures that customer needs are properly defined and satisfactorily met.

B. Assists in resolving allegations of non-compliance with the corporate privacy policies or notice of information practices.

C. Assists the Security Office with the development and implementation of an information infrastructure around Personally Identifiable Information (PII) and other sensitive information.

D. Assists leadership in the planning, design and evaluation of privacy and security related projects.

E. If necessary, supports the development and implementation of agencywide privacy training programs, in conjunction with the security office.

F. Stays abreast of new technologies emerging in the industry.

G. Supports the development of appropriate sanctions for failure to comply with the corporate privacy policies and procedures as necessary.

H. If requested, assists in the development of privacy risk assessment policies and procedures.

I. Supports the revision and/or development of a privacy program in light of changes in laws, regulatory or agency policy.

J. Coordinates with appropriate teams regarding the documentation and reporting of self-disclosure related to any evidence of privacy violations.

Education: The proposed candidate requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline.

General Experience: The proposed candidate must have at least twelve (12) years of experience in a computer-related field. This individual must have a working knowledge of security systems and be familiar with Driver Privacy Protection Act, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and other applicable legislation related to privacy and privacy protection. The proposed candidate must have effective verbal and written communication skills, and is able to communicate about privacy issues effectively in a comprehensible manner. The proposed candidate must have excellent interpersonal skills, and must be able to provide superior customer service through their own actions and must be to advise State personnel on ways to provide superior customer service. The privacy specialist must work in cooperation with senior agency staff, particularly those whose areas of concern overlap, such as the Chief Information Officer (CIO), the Cybersecurity Director, the Data Center Manager, and others. The proposed candidate is able to work independently and as part of a team.

WWW) Program Administration, Specialist

Position Description: The Program Administration Specialist assists in the preparation of management plans and various customer reports. This position coordinates schedules to facilitate the completion of TO and change proposals, Contract deliverables, TO reviews, briefings and presentations. Performs analysis, development, and review of program administrative operating plans and procedures.

Education: This position requires a High school diploma or equivalent. (Note: A Bachelor's degree is preferred.)

General Experience: This position requires at least three (3) years of experience working with project management tools and reporting systems. Familiar with government contracts, work breakdown structures, management/business plans, and program reporting.

Specialized Experience: The proposed candidate must have at least two (2) years of direct program experience in Contract administration and preparing management reports. The proposed candidate must have worked in support of a Program Manager on a government Contract.

XXX) Program Manager

Position Description: The Program Manager serves as the single point of contact for the State regarding day-to-day IT project operations. The position shall oversee and direct all resources provided under this RFP. His/her responsibilities shall include overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance and implementing course corrections as needed. The Program Manager is responsible for performing the following:

A. Managing day-to-day project activities
B. Identifying issues and risks and recommending possible issue and risk mitigation strategies
C. Facilitating State agency and Master Contractor discussions / meetings
D. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
E. Identifying critical paths, tasks, dates, testing, and acceptance criteria
F. Ensuring the application of State System Development Life Cycle (SDLC) standards.
G. Providing solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels)
H. Monitoring issues and providing resolutions for up-to-date status reports
I. Documenting and delivering project management related artifacts

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a Project Management Professional (PMP) certification from the Project Management Institute (PMI).

General Experience: The proposed candidate must have at least ten (10) years of experience in project management and/or program management.

Specialized Experience: The proposed candidate must demonstrate at least eight (8) years of experience managing complex IT development projects and/or programs, similar to that described in the Statement of Work. This individual must also have experience in a leadership role for at least three (3) successful projects and/or programs with an organizational change management component that involve working with stakeholder groups across the organization. The candidate must possess at least five (5) years of experience using PMI's Project Management Body of Knowledge (PMBoK) methodologies and artifacts.

YYY) Program Manager, Deputy

Position Description: The Deputy Program Manager works closely with the Program Manager to ensure the smooth running of the program and/or project(s). The Program Manager is responsible for performing the following:

A. project scheduling;

B. assigning staff;

C. allocating resources;

D. assessing risk and its management;

E. coordinating the various components which contribute to the program and/or project(s) as a whole to ensure they are being delivered on time; ensuring that deadlines are met;

F. updating staff and keeping all stakeholders in the program and/or project(s) informed of progress and any issues which may arise.

G. Support the Program Manager on contract operations.

H. May be called upon by Program Manager to organize, direct, and coordinate the planning and production of contract activities, projects and support activities, including those of Subcontractors.

I. May oversee the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

J. Demonstrates excellent written and verbal communications skills.

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Current Project management certification is required.

General Experience: The proposed candidate must have at least ten (8) years of experience in program or project management.

ZZZ) Project Control Specialist

Position Description: The project Control Specialist monitors financial and/or administrative aspects of assigned Contracts and deliverables. This individual tracks and validates all client financial information, establishes and maintains master Contract files, prepares and monitors status of all deliverables, and tracks the value of Contracts. This individual uses the automated systems to track deliverables, financial transactions, and management information.

Education: This position requires a High School Diploma or the equivalent. Bachelor's degree

General Experience: The proposed candidate must have at least three (3) years of experience working with monitoring systems. This individual must be familiar with manpower and resource planning, preparing financial reports and presentations, and cost reporting Contract guidelines.

Specialized Experience: The proposed candidate must have experience in the preparation and analysis of financial statements, and development of project schedules, using cost-accounting and labor-reporting systems, with a working knowledge of Contract and subcontract management. This individual must be proficient in the use of spreadsheets and project management tools.

AAAA) Project Manager

Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT Contractor. Is responsible for ensuring that work performed under SOWs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline. Master's degree or project management certification is preferred.

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget.

BBBB) Project Manager, Deputy

Position Description: The Deputy Project Manager reports to the Program Manager. The Deputy Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders including process management, change management, document management, and contract management. Tasks performed by the Deputy Project Manager include:

A. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project.

B. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria.

C. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels).

D. Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: This position requires a from an accredited college or university with a major in Engineering, Computer Science, Information Systems, Business or other related discipline. (Note: A master's degree or project management certification is preferred.)

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget.

CCCC) Project Manager, Functional

Position Description: The Functional Project Manager performs day-to-day management of activities pertaining to the functional deliverables of the project. This individual is responsible for performing the following **Position Description:**

A. Facilitating State agency and Master Contractor discussions / meetings

B. Identifying issues and risks, and recommending possible issue and risk mitigation strategies

C. Identifying critical paths, tasks, dates, testing, and acceptance criteria

D. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget

E. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)

F. Monitoring issues and providing resolutions for up-to-date status reports

G. Demonstrating excellent writing and oral communications skills

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a PMP certification from the PMI.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. In addition, he/she must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. The candidate must possess at least five (5) years of experience using PMI's PMBoK methodologies and artifacts.

DDDD) Project Manager, Technical

Position Description: The Technical Project Manager performs day-to-day management of activities pertaining to the non-functional technical deliverables of the project. This individual is responsible for performing the following **Position Description:**

A. Identifying issues and risks, and recommending possible issue and risk mitigation strategies

B. Facilitating State agency and Master Contractor discussions / meetings

C. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget

D. Identifying critical paths, tasks, dates, testing, and acceptance criteria

E. Forming the strategy and roadmap for operating systems platform and architecture

F. Influencing the business and development teams on future architecture

G. Works with other IT and business teams for technology impacts across the enterprise and formulates strategy.

H. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)

I. Mentoring architects, developers, and analysts of all levels in industry best practices, procedures, and concepts

J. Monitoring issues and providing resolutions for up-to-date status reports

K. Demonstrating excellent writing and oral communications skills

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a Project Management Professional (PMP) certification from PMI. Information Technology Infrastructure Library (ITIL) certification is required.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. This individual must have at least five (5) years of experience in designing Enterprise Architecture (i.e. Infrastructure, Technology, and Application) for integrated applications for an organization of equal or greater size. The candidate must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. In addition, he/she must possess at least five (5) years of experience using PMI's PMBoK methodologies and artifacts.

EEEE) Quality Assurance Consultant (Senior)

Position Description: The Quality Assurance Consultant provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. This individual is responsible for performing the following tasks:

A. Establishing capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementing effective root cause analysis and corrective action system, and continuous process improvement

B. Providing strategic quality plans in targeted areas of the organization

C. Providing QA strategies to ensure continuous production of products consistent with established industry standards, government regulations, and customer requirements

D. Developing and implementing life cycle and QA methodologies and educating, and implementing QA metrics

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems or a related discipline.

General Experience: The proposed candidate must have at least eight (8) years of information systems quality assurance experience.

Specialized Experience: The proposed candidate must have at least five (5) years of experience working with statistical methods and quality standards. This individual must have a working QA/process knowledge, and possess superior written and verbal communication skills.

FFFF) Quality Assurance, Manager

Position Description: The Quality Assurance Manager must be capable of maintaining and establishing a process for evaluating software and associated documentation. The individual in this position performs the following tasks:

A. Determine the resources required for quality control.

B. Maintain the level of quality throughout the software life cycle.

C. Develops software quality assurance plans.

D. Conducts formal and informal reviews at predetermined points throughout the development life cycle.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience in quality assurance and quality control.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment.

GGGG) Quality Assurance Specialist

Position Description: The Quality Assurance Specialist determines the resources required for quality control. This individual is responsible for performing the following tasks:

A. Maintaining the level of quality throughout the software life cycle

B. Developing software quality assurance plans

C. Maintaining and establishing a process for evaluating software and associated documentation

D. Participating in formal and informal reviews at predetermined points throughout the development life cycle to determine quality

E. Examining and evaluating the software quality assurance (SQA) process and recommending enhancements and modifications

F. Developing quality standards

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience working with quality control methods and tools.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in verification and validation, software testing and integration, software metrics, application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

HHHH) Research Analyst

Position Description: The Research Analyst must analyze existing and potential product and service information, prospective customers, and markets. This individual must collate information into meaningful reports and presentation material. This individual must also maintain any technical information in a systems library.

Education: This position requires a High School Diploma or Associate's Degree in Business, or related field. Bachelor's degree (Note: A Bachelor's degree is preferred.)

General Experience: The proposed candidate must have at least one (1) year of work experience in a business environment.

Specialized Experience: The proposed candidate must have at least one (1) year of demonstrated experience word processing, using electronic spreadsheets, and other administrative software products. The candidate must also have general knowledge of governmental documents and procedures.

IIII) Risk Assessment Consultant (Senior)

Position Description: The Risk Assessment Consultant (Senior) manages the identification and reporting on risk assessments and updates evaluations in order to determine and forecast operational needs and changes. This position performs the following tasks:

A. Provides presentations on reporting and operational enhancements and metrics with special focus on variance analysis. Establish risk management policies and procedures, and guidelines on risk limits.

B. Provides fraud expertise on services to internal and external customers.

C. Develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks.

D. Identifies problems and recommends solutions to risk assessments.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of risk assessment experience.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in IT risk assessment.

JJJJ) Service Design Manager

Position Description: The Service Design Manager is the Contractor's manager for Service Catalogue Management, Service Level Management, Capacity Management, Availability Management, IT Service Continuity Management, Information Security and Supplier Management. This individual is responsible for performing the following tasks:

A. The Service Design Manager is responsible for the development and upkeep of the Service Catalogue that contains all details, status, possible interactions and mutual dependencies of all present, proactive and future services. The Service Catalog shall contain consistent information about all services of the service provider.

B. Define and maintain the services in the Service Catalog,

C. Communicate to stakeholders regarding service catalog,

D. Manage the interaction, mutual dependency, consistency and monitoring of the service portfolio,

E. Manage the interaction and mutual dependency between the services and supporting services in the service catalogue, and

F. Monitor the ITAMS CMS.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline. Master's degree and/or project management certification is preferred.

General Experience: At least 10 years of experience in program or project management.

Specialized Experience: At least eight (8) years of experience in supervision or oversight of IT related infrastructure management.

KKKK) Service Operation Manager

Position Description: The Service Design Manager is the Contractor's manager for Event Management, Incident Management, Request Fulfillment, Problem Management, Access Management, Monitor and Control, IT Operations and Service Desk Management. The Service Operation Manager is responsible for managing and resolving all events described as any detectable or discernable occurrence that has significance in the management of the IT network infrastructure or delivery of IT service and evaluation of the impact that a deviation might cause to the services. Event Management is the process that monitors all events that occur through the IT network to allow normal operation and also to detect and escalate exceptional conditions.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline. Master's degree and/or project management certification is preferred.

General Experience: At least 10 years of experience in program or project management.

Specialized Experience: At least eight (8) years of experience in supervision or oversight of IT Service Desk and Operations management experience.

LLLL) Service Strategy Manager

Position Description: The Service Strategy Manager is the Contractor's manager for Financial Management, Service Portfolio Management and Demand Management. Financial management is an integrated component of the Contract service management generating meaningful, critical and timely information on performance and organizational issues. Service Strategy Management ensures that that charges for services relate to the services catalog resulting in improved decision making, inputs for Service Portfolio Management, financial compliance and control, operational control and value capture and creation.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline. Master's degree and/or project management certification is preferred.

General Experience: At least 10 years of experience in program or project management.

Specialized Experience: At least eight (8) years of experience in supervision or oversight of IT related infrastructure and program management.

MMMM) Service Transition Manager

Position Description: The Service Design Manager is the Contractor's manager for Transition Planning and Support, Change Management, Service Asset and Configuration Management, Release and Development Management, Service Validation and Testing, Evaluation and Knowledge Management. Transition planning support ensures the planning and coordination of resources in order to realize the specification of the Service Design. Transition Planning ensures that issues and risks are managed and documented at a minimum via Service Delivery Packages (SDP).

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline. Master's degree and/or project management certification is preferred.

General Experience: At least ten(10) years of experience in program or project management.

Specialized Experience: At least eight (8) years of experience in supervision or oversight of IT related programs or projects

NNNN) SharePoint Site Administrator

Duties: Documents customer processes and proposes process improvements and solutions based upon Microsoft SharePoint technologies. Gathers and documents requirements for new SharePoint solutions, and develops and implements those solutions. Collaborates with SharePoint development teams to address more complex requirements requiring such things as custom coding and custom software development. Assists with developing training materials and supports training needs relative to Microsoft SharePoint and associated tools, products, services, and systems. Provides support and maintenance functions for the SharePoint environment, primarily focusing on efficiently receiving, troubleshooting, remediating, and resolving end user inquiries. Coordinates, administers creates, and manages such things as internal and external user accounts, content, user rights, timer jobs, team sites, workflows, SharePoint site security, web parts, document libraries. Develops forms and workflows using tools such as Microsoft InfoPath, SharePoint Designer, and Microsoft Excel. Provides other tasks that may be required in the ongoing operation and maintenance of an agency or department-wide SharePoint site implementation.

Education: Bachelor's degree from an accredited college or university in Computer Science, Computer Engineering, or a related field.

Experience: The proposed candidate must have at least three (3) years of current experience in managing and administering SharePoint sites, services, and content. Note that "current experience" is defined as experience in supporting either the latest version, or the next to latest version. Must have experience with and solid understanding of Microsoft PowerShell, IIS, Active Directory, SMTP, and other Microsoft SharePoint site administration tools and services. The

proposed candidate must possesses a broad understanding of the out of the box features of Microsoft SharePoint. The proposed candidate must possess excellent oral and written communication skills, effective time management skills, good interpersonal skills, must be customer oriented, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management. The propose candidate must possess effective analytical and problem solving skills. Must collaborate effectively with other operational support teams. A Microsoft Certified Solutions Expert (MCSE) in SharePoint is preferred. Must possess a general understanding of ITIL processes and framework. ITIL foundation certification is preferred.

OOOO) SharePoint Programmer

Duties: Responsible for the development and customization of Microsoft SharePoint solutions including all aspects of the software development lifecycle including such things as requirements gathering, design, development, testing, deployment, and support of custom solutions. Serves as a subject matter expert providing technical guidance. Designs, develops, tests, and deploys Microsoft SharePoint technologies based upon such things as web parts, custom workflows, and web services. Customizes branding and page templates. Mentors co-workers on best practices, design patterns, and use of server-side and client-side object models, based upon the SharePoint platform and tools and services that integrate with the SharePoint platform. Works closely with the SharePoint team to establish standards and accepted practices. Researches, evaluates, and recommends third party products and solutions that provide extended or enhanced capabilities to the SharePoint platform. Assists with user acceptance testing and the preparation of user manuals and training materials for SharePoint solutions. Assists with communication of such things as enhancements and bug-fixes, and coordinates activities to ensure seamless rollout of new functionalities. Performs other responsibilities pertinent to developing SharePoint solutions as required.

Education: Bachelor's degree from an accredited college or university in Computer Science, Computer Engineering, or a related field.

Experience: The proposed candidate must have at least five (5) years of current experience in all of the following: developing Microsoft SharePoint solutions and applications; building and supporting SharePoint site collections, master pages and templates, web parts, lists, libraries, workflows, enterprise search, document libraries, forms, user rights and authentication, and security groups; administering SharePoint databases (e.g. database performance management, managing physical databases, formulating SQL queries, etc.); and, software development with Visual Studio, .NET Framework, and ASP .NET, VB.NET, C#.NET, HTML, XML, SharePoint API, JavaScript, and CSS. Note that "current experience" is defined as experience in supporting either the latest version, or the next to latest version. Must possess solid experience with Active Directory, PowerShell, IIS, SMTP, and other Microsoft SharePoint site administration tools and services. The proposed candidate must possesses a broad understanding of the out of the box features of Microsoft SharePoint. The proposed candidate must possess excellent oral and written communication skills, effective time management skills, good interpersonal skills, must be customer oriented, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management. Must possess effective analytical and problem solving skills. Must collaborate effectively with other operational

support teams. A Microsoft Certified Solutions Developer (MCSD) in SharePoint is preferred. Must possess a general understanding of ITIL processes and framework. ITIL foundation certification is preferred.

PPPP) SharePoint Architect

Duties: Responsible for the architectural design, development, user interface, and technology integration efforts of a SharePoint environment. Performs design, development, and integration of such things as custom components and web parts, search, document management, and forms. Performs planning and design for SharePoint infrastructure throughout the full product and service lifecycle. Leads client-facing engagement strategy sessions on various topics related to SharePoint including such things as collaboration, enterprise search, information architecture, portals, workflows, document management, rights management, and security. Develops standards and processes for the implementation, operation, and maintenance of a SharePoint environment. Recommends technology strategy by understanding agency or departmental objectives. Diagnoses and maps client requirements, and articulates solutions. Identifies risks and barriers and proposes solutions. Recommends delivery approaches, and prepares time and cost estimates. Validates system performance through the use of a variety of technical tools. Prepares training programs. Actively participates in the development lifecycle and increases the SharePoint team's effectiveness by identifying opportunities to leverage solutions across multiple projects and implementations. Provides awareness of emerging technologies and evaluates their applicability to agency or departmental goals and business requirements.

Education: Bachelor's degree from an accredited college or university in Computer Science, Computer Engineering, or a related field.

Experience: The proposed candidate must have at least five (5) years of current experience in all of the following: architecting Microsoft SharePoint environments including, at minimum, farm architecture, site architecture, data modeling, and site taxonomy; and, designing SharePoint solutions that include lists, libraries, web parts, multiple types of content, search, workflows, and complex users rights. Note that "current experience" is defined as experience in supporting either the latest version, or the next to latest version. Must possess past software development experience with Visual Studio, .NET Framework, and ASP .NET, HTML, and CSS. Must possess solid experience with Active Directory, PowerShell, IIS, SMTP, and other Microsoft SharePoint site administration tools and services. The proposed candidate must possesses a broad understanding of the out of the box features of Microsoft SharePoint. The proposed candidate must possess excellent consultative skills, such as interviewing stakeholders, conducting architectural reviews, and building consensus around a solution. Must possess effective oral and written communication skills, effective time management skills, good interpersonal skills, must be customer oriented, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management. Must collaborate effectively with other operational support teams. A Microsoft Certified Solutions Developer (MCSD) in SharePoint is preferred. Must possess a general understanding of ITIL processes and framework. ITIL foundation certification is preferred.

QQQQ) SharePoint System Administrator

Duties: Installs, configures, monitors, and maintains multi-server SharePoint farms, in physical or virtual form. Applies patches, applies service packs, performs updates and changes to

infrastructure, manages services architecture. Configures server environment to assure high availability. Documents and diagrams system environment. Reviews and proposes improvements and solutions based upon Microsoft SharePoint technologies. Gathers and documents requirements for new SharePoint solutions, and develops and implements those solutions. Collaborates with SharePoint development teams to address more complex requirements requiring such things as custom coding and custom software development. Assists with developing training materials and supports training needs relative to Microsoft SharePoint and associated tools, products, services, and systems. Provides support and maintenance functions for the SharePoint environment, primarily focusing on efficiently receiving, troubleshooting, remediating, and resolving problems with the back office SharePoint environment. Provides other tasks that may be required in the ongoing operation and maintenance of an agency or department-wide SharePoint implementation.

Education: Bachelor's degree from an accredited college or university in Computer Science, Computer Engineering, or a related field.

Experience: The proposed candidate must have at least five (5) years of current experience in all of the following: deploying, managing, and administering a SharePoint backoffice environment and enterprise-level portals and collaboration solutions based upon Microsoft SharePoint technologies; Internet Information Server (IIS), Active Directory, Active Directory Federated Services (ADFS), and other services that support a Microsoft-based networking environment such as PowerShell, DHCP, and DNS; experience with Microsoft SQL database administration; experience with Microsoft Lync/Skype for Business; experience with SMTP; experience in deploying, managing, and administering a VMware virtual server environment; and, experience with clustering and load balancing. Note that "current experience" is defined as experience in supporting either the latest version, The proposed candidate must possesses a broad understanding of the out of the box features of Microsoft SharePoint. The proposed candidate must possess excellent oral and written communication skills, effective time management skills, good interpersonal skills, must be customer oriented, and must be able to demonstrate effective judgement with respect to business and financial matters that affect the work under the candidate's management. The propose candidate must possess effective analytical and problem solving skills. Must collaborate effectively with other operational support teams. A Microsoft Certified Solutions Expert (MCSE) in SharePoint is preferred. Must possess a general understanding of ITIL processes and framework. ITIL foundation certification is preferred.

RRRR) Software Engineer

Position Description: The Software Engineer reviews and analyzes system specifications. Other tasks performed by this position:

A. Prepares programming specifications.

B. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses.

C. Prepares unit and test scripts.

D. Prepares documentation.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have at three (3) years of experience as a software engineer.

Specialized Experience: The proposed candidate must have at least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with Database Management Systems (DBMS).

SSSS) Systems Administrator

Position Description: The Systems Administrator monitors and coordinates all data system operations including security procedures and liaison with end users. This individual is responsible for performing the following tasks:

A. Ensuring that necessary system backups are performed, and storage and rotation of backups are accomplished

B. Monitoring and maintaining records of system performance and capacity to arrange vendor services, or other actions for reconfiguration, and anticipating requirements for system expansion

C. Assisting managers to monitor and comply with State data security requirements

D. Coordinating software development, user training, network management and minor installation and repair of equipment

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or a related technical discipline. A Bachelor's degree in one of the above disciplines is equal to one (1) year of specialized and two (2) years of general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least one (1) year of experience administering multi user, shared processor systems and data communications networks.

TTTT) Systems Analyst (Senior)

Position Description: The Systems Analyst (Senior) serves as a computer systems expert on assignments that typically involve establishing automated systems with concern to overall life cycle structure. The position shall conduct feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

Education: This position requires a Bachelor's degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. (Note: A Master's degree in a related field of Information Technology is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in Information Technology systems analysis.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in the design of business applications on complex IT systems. This position requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

UUUU) Systems Architect (Senior)

Position Description: The Systems Architect (Senior) is responsible for developing business, data, systems, and infrastructure models to develop enterprise architectures. His/her responsibilities include performing the following tasks:

A. Developing plans for migrating architectures

B. Developing technical reference models to include hardware/software standards

C. Engineering integrated hardware and software solutions to meet mission requirements

Education: This position requires a Bachelor's degree from an accredited college or university in Computer Science, Information Systems or a related field; or three (3) years of equivalent experience in a related field. (Note: A Master's degree in Information Technology is a plus.)

General Experience: The proposed candidate must have experience performing architecture related work on at least five IT systems.

Specialized Experience: The proposed candidate must have experience performing a significant role in all aspects of architecture related work on at least two large IT systems.

VVVV) Systems Design Architect

Position Description: The Systems Design Architect shall lead the team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. This individual is responsible for gathering and defining the architecture requirements, and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience planning, designing, building, and implementing mid-range IT systems.

Specialized Experience: The proposed candidate must have at least four (4) years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. This individual must have demonstrated ability to develop and execute architecture strategies, and to perform feasibility studies and integration analyses. This individual must be experienced in supervising and providing guidance in implementing various mid-range architectures, and supporting implementation of large-scale applications.

WWWW) Systems Design Engineer

Position Description: The Systems Design Engineer must be able to perform design of information systems, including the design of the application architecture, database, and interfaces. This position is responsible for gathering and analyzing user requirements and translating them into system designs.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience planning, designing, building, and implementing IT systems. Familiar with Capability Maturity Model compliant structured methodology.

Specialized Experience: The proposed candidate must have at least four (4) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. The proposed candidate must have demonstrated the ability to develop and execute system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

XXXX) Systems Engineer

Position Description: The Systems Engineer shall be responsible for analyzing information requirements. This individual will evaluate system problems of workflow, organization, and planning. This individual shall also develop appropriate corrective action.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of experience in systems engineering.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

YYYY) Systems Engineer (Senior)

Position Description: The Senior Systems Engineer must be able to analyze information requirements, evaluate problems in workflow, organization, and planning. The individual in this role develops appropriate corrective action and provides daily supervision and direction to staff.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience in systems engineering.

Specialized Experience: The proposed candidate must have at least least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

ZZZZ) Security, Data Specialist

Position Description: The Security Data Specialist is responsible for the planning, design, implementation and monitoring of security measures, policies, methods and procedures which safeguard the integrity of and access to enterprise systems, files and data elements. This position performs the following tasks:

A. Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies.

B. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion.

C. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives.

Education: This position requires an Bachelor's Degree Bachelor's degree in Computer Science, Information Systems, or equivalent work experience.

General Experience: The proposed candidate must have at least four (4) years of IT work experience in data security.

Specialized Experience: The proposed candidate must have worked independently or as part of a team under general supervision and coached more junior technical staff.

AAAAA) Subject Matter Expert

Position Description: The Subject Matter Expert defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. This position performs the following tasks: Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the IT field.

Specialized Experience: The proposed candidate must have at least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

BBBBB) Subject Matter Expert (Senior)

Position Description: The Subject Matter Expert (Senior) defines requirements, performs analyses, and develops plans and requirements for systems. The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in the specific discipline required by the State. (Note: A Master's degree or Ph. D. degree is preferred.)

General Experience: The proposed candidate must have at least twelve (12) years of relevant industry experience in the discipline is required.

Specialized Experience: The proposed candidate must have at least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

CCCCC) System Security Research Analyst

Position Description: The System Security Research Analyst gathers, analyzes, and composes technical information. Conducts research in one or more security disciplines and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

Education: A Bachelor's degree from an accredited college or university in a related field or high school diploma with additional experience. A Bachelor's degree is preferred.

General Experience: This position requires no experience if a B.A. or B.S. Degree has been obtained. If only a high school diploma has been obtained, a minimum of two (2) years of system security experience is required.

Specialized Experience: If a B.A. or B.S. Degree has been obtained, a minimum of one (1) year of experience is required in researching information using technical documentation, library resources, and the Internet.

DDDDD) Systems Security Specialist

Position Description: The Systems Security Specialist provides expert-level advice, analysis, and functional expertise to tasks. The person in this role demonstrates exceptional oral and written communication skills. This role is responsible for reviewing requirements and task documentation for accuracy and applicability.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline.

General Experience: The proposed candidate must have at least twelve (12) years of experience in system security.

Specialized Experience: The proposed candidate must have at least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

EEEEE) Computer Systems Security Specialist

Position Description: The Computer Systems Security Specialist analyzes and defines security requirements for MLS issues. This individual is responsible for performing the following tasks:

A. Designing, developing, engineering, and implementing solutions to MLS requirements

B. Gathering and organizing technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena

C. Performing risk analyses, which also includes risk assessment

D. Providing daily direction to staff

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or four (4) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least six (6) years of experience in analysis and definition of security requirements, and at least four (4) years of IT experience in data security.

Specialized Experience: The proposed candidate must have at least four (4) years of specialized experience in defining computer security requirements for high-level applications, evaluating approved security product capabilities, and developing solutions to MLS problems.

FFFFF) Systems Security Specialist (Senior)

Position Description: The Systems Security Specialist (Senior) analyzes and defines security requirements for Multilevel Security (MLS) issues. This position also requires the performing the following tasks:

A. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS.

B. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena.

C. Performs risk analyses, which also include risk assessment.

D. Provides daily supervision and direction to staff.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in analysis and definition of security requirements.

Specialized Experience: The proposed candidate must have at least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

GGGGG) Systems Administrator - ENT

Duties: Provide support for ENT applications hardware and software. Monitor, and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups are accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist

managers to monitor and comply with State data security requirements. Work within the MDOT Change Management model for all new and changes to existing systems .Coordinate software development, user training, IP network management and installation and repair of server and application appliance equipment.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one (1) of the above disciplines equals one-year specialized and two (2) years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Two (2) years of experience in a computer-related field.

Specialized Experience: One (1) year experience administering multi-user, shared processor systems and data communications networks.

HHHHH) Systems Administrator – Non-ENT

Duties: Provide support for application hardware and software of all non ENT systems. Monitor, and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Work within the MDOT Change Management model for all new and changes to existing systems Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, and minor installation and repair of equipment.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one (1) of the above disciplines equals one-year specialized and two (2) years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Two (2) years of experience in a computer-related field.

Specialized Experience: One (1) year experience administering multi-user, shared processor systems and data communications networks.

IIIII) Technical Writer/Editor

Position Description: The Technical Writer/Editor assists in collecting and organizing information for the preparation of user manuals, training materials, installation guides, proposals, and reports. This individual is responsible for performing the following tasks:

A. Editing functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables or document

B. Conducting research and ensuring the use of proper technical terminology

C. Translating technical information into clear, readable documents to be used by technical and non-technical personnel

D. Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment)

E. Assisting in performing financial and administrative functions

Education: This position requires an Associate's Degree in related field. (Note: A Bachelor's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of experience in this area and must demonstrate the ability to work independently, or under only general direction.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in preparing and editing documents, including technical documents. This individual must also be able to conduct research for applicable standards.

JJJJJ) Testing Specialist

Position Description: The Testing Specialist shall design and execute IT software tests, and evaluate results to ensure compliance with applicable regulations. This individual prepares test scripts and all required test documentation, and must be able to design and prepare all needed test data. The Testing Specialist analyzes internal security within systems, reviews test results, and evaluates for conformance to design.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (4) years of experience in computer software development.

Specialized Experience: The proposed candidate must have at least two (2) years of software testing experience (integration and acceptance).

KKKKK) Training Specialist/Instructor

Position Description: The Training Specialist/Instructor conducts the research necessary to develop and revise training courses, and prepares appropriate training catalogs. This individual shall prepare all instructor materials (course outline, background material, and training aids) and student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). This individual is responsible for training personnel by conducting formal classroom courses, workshops, and seminars.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (4) years of experience in information systems development, training, or related fields.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

LLLLL) Voice, Video, and Unified Communications (VVUC) Architect

Position Description: The VVUC Architect develops and analyzes requirements, provides advice, prepares design specification plans and provides appropriate enterprise VVUC solutions for architecture. This individual is responsible for performing the following tasks:

A. Coordinates with technicians,
B. Performs installations and migrations of various VVUC solutions,
C. Develops architecture plans for VVUC services,
D. Prepares appropriate budgets and specifications for projects,
E. Monitors and manages for the efficient working of VVUC projects.
F. Performs research and develops new technologies,
G. Evaluates work of suppliers, and ensures compliance to standards and policies.
H. Collaborates with internal staff and suppliers to develop product integration strategies.
I. Performs analysis on infrastructure and provides optimal configurations, and provides solutions to complex VVUC problems.
J. Plans network capacity to meet current and future needs.
K. As required, performs troubleshooting in order to meet objectives.
L. Analyze security on network.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.) Equivalent industry experience may be substituted to meet this requirement.

General Experience: The proposed candidate must have at least five (5) years of experience in VVUC or related fields, as an architect, senior engineer, or lead technical resource of VVUC technologies and services. Prior experience in managing and coordinating complex multi-site projects is required. Must possess excellent written and verbal communication skills.

Specialized Experience: Prior experience with complex voice, video, and data converged networks including technologies such as MPLS, SIP, H.323, and MGCP is required. Ability to troubleshoot Cisco IOS devices, including at minimum but not limited to voice gateways, and TDM. Cisco CCNP or CCIE certification preferred.

MMMMM) Voice, Video, and Unified Communications (VVUC) Engineer

Position Description: The Voice, Video, and Unified Communications Engineer is responsible for engineering, installing, configuring, decommissioning, supporting, and troubleshooting VVUC systems and applications. This position receives and addresses escalations for VVUC problems and troubleshoots issues in a timely, efficient, and accurate manner.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. Equivalent industry experience may be substituted to meet this requirement.

General Experience: The proposed candidate must have at least three (3) years of experience in VVUC or related fields, as an engineer or technical resource of VVUC technologies and services. Prior experience in supporting complex multi-site projects is required. Must possess excellent written and verbal communication skills.

Specialized Experience: Prior experience with complex voice, video, and data converged networks including technologies such as MPLS, SIP, H.323, and MGCP is required. Ability to troubleshoot Cisco IOS devices, including at minimum but not limited to voice gateways, and TDM. Cisco CCNP or CCIE certification preferred.

NNNNN) IT Warehouse Support Engineer

Position Description: This Warehouse Support Engineer performs all aspects of warehouse functions including the shipping, receiving, storing, handling and retrieval of IT products for customer delivery while maintaining the warehouse in a safe and orderly fashion. Position requires self-motivation and the ability to work effectively under a minimum of supervision. Must be able to multi-task efficiently, work in a fast paced environment on multiple projects, and have a strong attention for detail.

Duties (include but are not limited to):

1. Follows operational procedures for activities such as verification of incoming and outgoing shipments, handling and disposition of materials.
2. Support the customer in executing yearly mandated COMAR law inventory of warehouse assets and consumables.
3. Communicate with vendors regarding pickups, shipping damage, non-conforming shipments, to include communication via phone, web, or email.
4. Utilize weekly Cycle Counting to ensure warehouse inventory remains current and accurate
5. Drive to MDOT customer sites to pickup and/or deliver equipment and supplies. Facility access must be coordinated with customer personnel.
6. Support the MDOT client with determining requirements for annual Hardware maintenance renewals.

Primary Responsibilities (include but are not limited to):

1. Tasks specific duties include but are not limited to:
2. Ability to follow established best-practice organizational operating procedures.
3. Verifying materials against receiving documents.
4. Documentation of and reporting discrepancies and obvious damages.
5. Routing materials to prescribed storeroom locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods.
6. Rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage.
7. Removing material from storeroom and preparing it for delivery.
8. Will operate hand trucks in performing warehousing duties.

General Experience: This position requires a minimum of two years of warehouse or inventory control experience. Must understand shipping, receiving, and stock rotation.

Specialized Experience: At least three years of experience working with IT equipment handling and the requirements for assuring loss prevention. Must be able to speak and read English with proficient with Microsoft Suite of products including, Word, Excel, and PowerPoint. Must

demonstrate a good attitude and ability to work as a member of a team. Possession of a clean MDOT MVA driving record is required.

Education: Graduation from an accredited high school or possession of a high school equivalency certificate.

Supervisory Responsibilities: There are no supervisory responsibilities associated with this position.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to be able to stand; walk; sit; use hands and/or fingers to handle, or feel objects, tools or controls; operate office equipment, reach with hands and arms; climb stairs; balance; stoop; kneel; talk or hear; taste or smell. The employee must occasionally lift and/or move up to 75 pounds.

Work Environment: General warehouse environment that is climate controlled. Maryland statewide driving required based on business demands.

OOOOO) IT Warehouse Logistics Manager

Position Description: This Warehouse manager is responsible for all aspects of training and warehouse functions including the shipping, receiving, storing, handling and retrieving computer networking products for customer delivery while maintaining the warehouse in a safe and orderly fashion. Position requires self-motivation and the ability to work effectively under a minimum of supervision. Must be able to multi-task efficiently, work in a fast paced environment on multiple projects, and have a strong attention for detail.

Duties (include but are not limited to):

1. Follows operational procedures for activities such as verification of incoming and outgoing shipments, handling and disposition of materials
2. Support the customer in executing yearly mandated COMAR law inventory of warehouse assets and consumables.
3. Communicate with vendors regarding pickups, shipping damage, non-conforming shipments, to include communication via phone, web, or email.
4. Utilize weekly Cycle Counting to ensure warehouse inventory remains current and accurate
5. Drive to MDOT customer sites to pickup and/or deliver equipment and supplies. Facility access must be coordinated with customer personnel.
6. Support the MDOT client with determining requirements for annual Hardware maintenance renewals.

Primary Responsibilities (include but are not limited to):

1. Tasks specific duties include but are not limited to:
2. Ability to follow established best-practice organizational operating procedures.
3. Verifying materials against receiving documents.

4. Documentation of and reporting discrepancies and obvious damages.
5. Routing materials to prescribed storeroom locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods.
6. Rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage.
7. Removing material from storeroom and preparing it for delivery.
8. Will operate hand trucks in performing warehousing duties.

General Experience: This position requires a minimum of three years of warehouse or inventory control experience. Must understand shipping, receiving, and stock rotation. Must be able to speak and read English with proficient with Microsoft Suite of products including, Word, Excel, and PowerPoint. Must demonstrate a good attitude and ability to work as a member of a team. Possession of a clean MDOT MVA driving record is required.

Specialized Experience Desired: At least three years of experience working with IT equipment handling and the requirements for assuring loss prevention. At least three years of experience with RFID technology.

Education: A Bachelor's Degree from an accredited college or university with a major in Information Systems, Business, Supply Chain Management, or other related discipline is a plus.

Supervisory Responsibilities: This position requires training and mentoring warehouse technicians.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to be able to stand; walk; sit; use hands and/or fingers to handle, or feel objects, tools or controls; operate office equipment, reach with hands and arms; climb stairs; balance; stoop; kneel; talk or hear; taste or smell. The employee must occasionally lift and/or move up to 75 pounds.

Work Environment: General warehouse environment that is climate controlled. Maryland statewide driving required based on business demands.

PPPPP) Wireless Systems Analyst

Position Description: The Wireless Systems Analyst defines and develops Key Performance Indicators to measure Quality of Service of wireless voice & data services and end-to-end applications that run on top of wireless data bearers. Design and develop post- processing engines that extract and transform raw low-level performance data into aggregate metrics; automate and parameterize the process for large scale processing in an efficient and timely manner; build-in QC check-points for end-to-end quality verification. Analyze, trouble-shoot, and investigate normal and abnormal use-cases for voice and data services; trace anomalies to corresponding impact on key metrics.

Education: A Bachelor's degree in Electrical Engineering, Computer Science, or related discipline is required. A Master’s degree in the same is preferred.

General Experience: Minimum of four (4) years of direct experience in development for wireless devices or wireless network equipment is required.

Specialized Experience: Detailed in-depth understanding of wireless systems architecture, protocols, and standards is required. Detailed knowledge of key wireless applications and services, including Voice, SMS, MMS, WAP/HTTP, and Push-To-Talk (PTT) is desired. Strong technical ability, communication skills, and ability to quickly learn new technologies are required.

ATTACHMENT U - SAMPLE FORMAT FOR MDOT INVOICES

Sample MDOT Invoice
ABC Company
Please remit to:

ABC Company
IT Dept-1
Anywhere, XX 12345

Federal TIN _____

Phone *(222) 222-2222*
Fax *(333) 333-3333*

Invoice Period _____

Billed to: Maryland Department of Transportation

Invoice Date: _____

Invoice Number: _____
Contract Name: _____
Purchase Order Number_____
Manager IT Financial Services Manager
MDOT/OTTS
One Orchard Rd
Glen Burnie, Maryland 21060
410.768.7684 (Office)
410.768.3057 (Fax)
E-mail: OTTSfinance@mdot.state.md.us

Amount Due: _____

Retainage:: _____
Cumulative Amount: _____
Balance Remaining: _____

Purchase Order Number (s) Being Billed for this Invoice

_____ _____ _____ _____

For professional services provided during the period x/x/200x through x/xx/200x under contract number xxxx-04xx dated xxxxx xx, 200x

WOA Task	WOA End Date	Amount
Application Support	**xx/xx/20xx**	00.00
Special task A	**xx/xx/20xx**	00.00
Special Task B	**xx/xx/20xx**	00.00

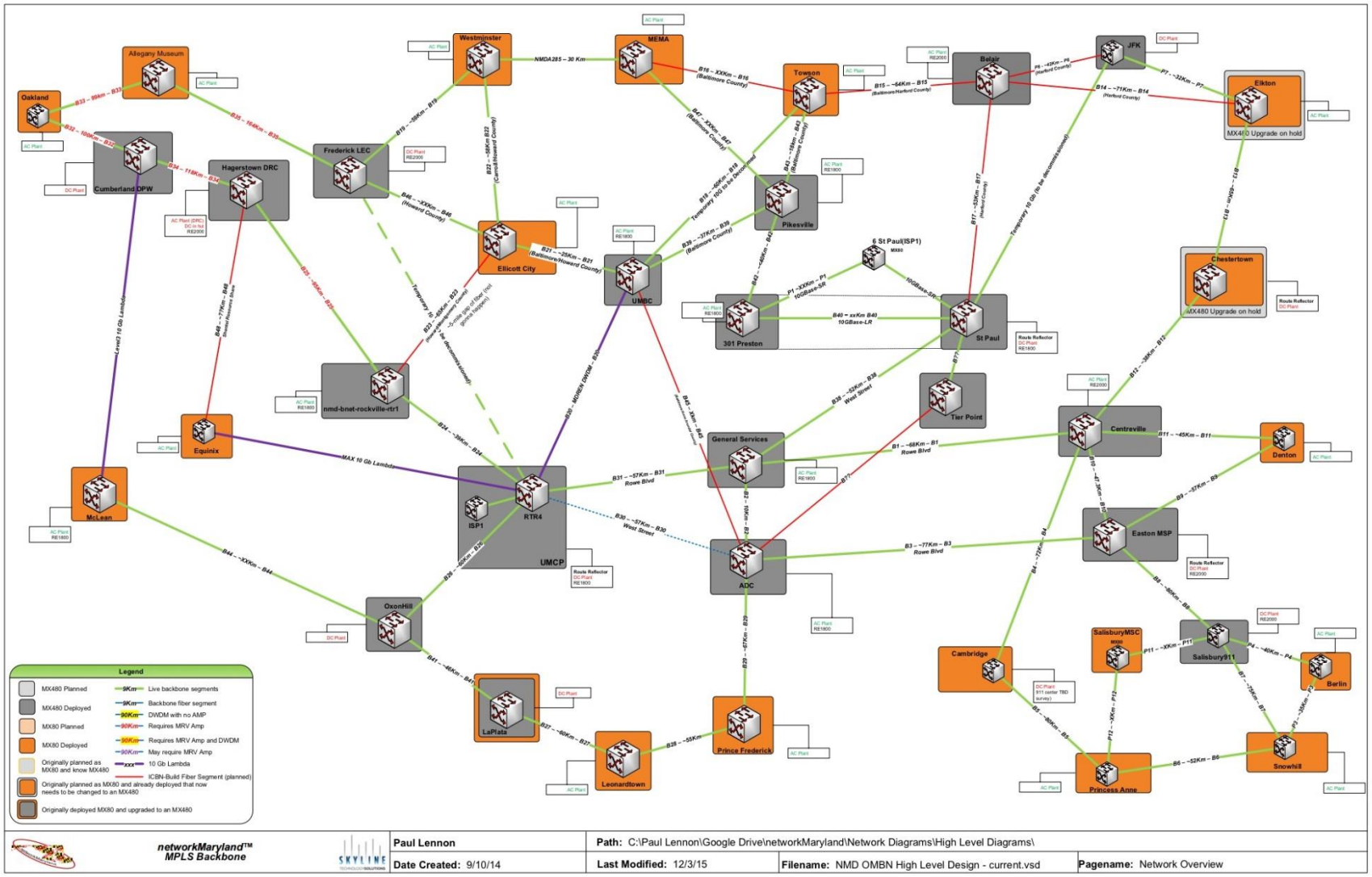
Total Amount Due: **00.00**

This is to certify that services were provided for the reported period.

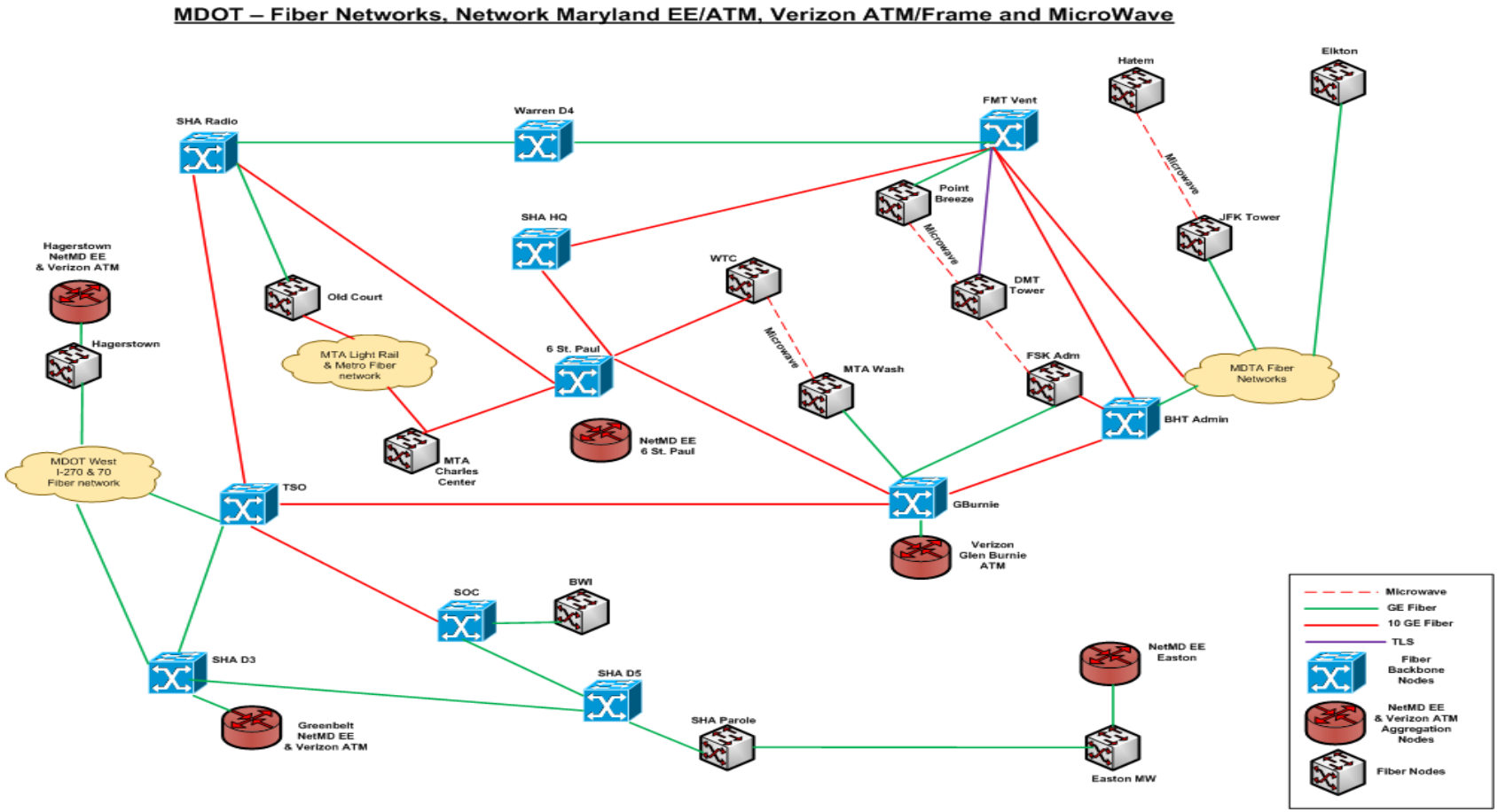
_____
ABC Company Authorized Representative

ATTACHMENT V - SAMPLE DIAGRAMS

State Enterprise Network and Agency IT Network



MDOT – High Level Backbone and Key Locations



ATTACHMENT W - PERFORMANCE BOND

PERFORMANCE BOND

Principal	Business Address of Principal
Surety A corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND By and though the following Administration
Penal Sum of Bond (express in words and figures) _____ Description of Contract Contract Number: _____	Date of Contract _____, 20__ Date Bond Executed _____, 20__

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ as to	Individual Principal _____ (Name) _____ (SEAL)
In Presence of: Witness: _____ _____ as to _____ as to _____ as to	Co-Partnership Principal _____ (SEAL) (Name of Co-Partnership) By: _____ (SEAL) _____ (SEAL)

	_____ (SEAL)
Attest: _____ as to Corporate Secretary	Corporate Principal _____ (Name of Corporation) AFFIX CORPORATE SEAL By: _____ President
Attest: (SEAL) _____ Signature	_____ (Individual or Corporate Surety) Title _____ SEAL _____ (Business Address of Surety)
	Approved as to legal form and sufficiency this ____ day of _____ 20__ _____ Asst. Attorney General