Standard RFP Template Version 2.0.1 distributed June 23, 2015

\*\*Guidance to Authors: \*\*

|  |  |  |
| --- | --- | --- |
| ❶ | Read the instructions | Following the instructions can make a BIG difference in the speed of review. Not following the instructions may also result in a TORFP returned for additional work prior to acceptance for review. ***Instructions in the body of the template are typically started and ended with \*\* and also typically have red text.*** Placeholders for values you need to update typically are started and ended with << >>. |

1. **Use the most recent template** - You’re starting with the template version listed above. Using the latest version will shorten review cycles and may prevent the document from being sent back for rework prior to any review. Contact DoIT or check the DoIT website for the latest template version (http://doit.maryland.gov/contracts/Pages/writingITsolicitations.aspx).
2. **Follow, then remove instructions -** Instructions are included throughout this template to help you tailor the template for your use. Instructions should not be included in the released solicitation. See the MS Word help feature *Apply or Remove Highlighter* for more information on removing blue highlighter from text.
3. **Ask if you’re not sure** – It can be hard to know which items in a template are required for a particular solicitation. If you’re not sure, contact the Department of Information Technology procurement office (ITPO) at ITPO.DoIT@Maryland.gov .
4. **Use “Styles” in MS Word –** This template contains quite a few pre-set formats to help with document appearance, particularly auto-numbering. Learn more about styles and the MS Word feature Format Painter to make formatting the document easier.

**TIP:** You should never have to type out requirement numbers, you should never have to use a lot of spaces to position text, and you should never have to use multiple carriage returns to start a new page. Get help from ITPO if you’re wrestling with formatting.

**TIP:** Copying and pasting from other documents can result in strange formatting. ITPO recommends the agency paste text with NO formatting into this document and apply formatting to the plain text to avoid format problems.

1. **Customize the template** - You can “find” items that need customization in this template, including: performing a find on text with highlighter, on text that is red, performing a find for \*\* and performing a find for brackets <<. See the MS Word help feature *Find and replace specific formatting* for more information how to find text with highlighted formatting.
2. **Let ITPO know if instructions are confusing.**
3. **Don’t remove section headings or attachments**
	1. Retain section headings even if a section doesn’t apply so cross references in the document stay accurate (particularly true for those at the X.x level).
	2. Use a “do not apply” statement instead of deleting. Use “a do not apply” statement instead of deleting.
	3. Add new paragraphs to the end of a section where reasonable, to avoid renumbering.

|  |  |  |
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| ❷ | Get a security assessment early | Agencies must complete a security assessment for their IT purchases in order to identify relevant security and auditing requirements. Engage experts at DBM and security personnel early to minimize time-to-market for this TORFP. Contact ITPO *early* in the authoring process for direction. |

|  |  |  |
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| ❸ | Start tailoring the template here  | Authors, start tailoring the template here, using the guidance below, by performing finds and replaces, which will tailor much of the boilerplate text for you. |

 **Tip:** Delete an instruction only once you’ve performed the action. The remaining instructions will act as a reminder to complete the task.

|  |
| --- |
| \*\*Basic tailoring of RFP data Perform a find and replace on the following text to begin customizing this RFP. Be sure to turn on “Match Case” for your find and replace. Remove table prior to release.Note: Don’t change the default fields for any information you do not yet know (also, keep the appropriate line from this table until the substitution is made). \*\* |
| To insert the correct value of: | Find Text \*\*Type exactly as typed below in the find/replace dialog, including brackets << >> where indicated, with “Match Case” selected\*\*  | Replace With TextDo NOT include brackets in the “Replace” text |
| Full name of the Department or Agency issuing the RFP | <<Department or Agency Name>> | the correct name |
| Acronym of the Department or Agency issuing the RFP | <<DEPARTMENT OR AGENCY ACRONYM>>  | the correct acronym |
| Correct term, either “Department” or “Agency” used throughout the boilerplate textImportant! This template assumes that the solicitation is being issued by the same agency that will be receiving the goods and services. If this RFP is on behalf of another agency, then before you follow the instructions below, make sure that the change from Department or Agency  | Department or Agency (do not include brackets in the find/replace for this one)  | the correct word (i.e., Department, Agency) |
| Solicitation Title | <<Solicitation Title>> | the correct title |
| Solicitation Number | <<Solicitation Number>> | the correct solicitation number |
| Procurement Officer | <<Name of Procurement Officer>> | the name of the Procurement Officer |
| Contract Manager | <<Name of Contract Manager>> | the name of the Contract Manager |
| Correct term, either “Contract Manager” or Contract Monitor” | Contract Manager is the default in this document. If your agency strongly prefers the term “Contract Monitor”find: Contract Manager | Contract Monitor |

\*\*Follow other instructions as provided throughout the document.\*\*



<<DEPARTMENT OR AGENCY NAME>> (<<DEPARTMENT OR AGENCY ACRONYM>>)

REQUEST FOR PROPOSALS (RFP)

<<SOLICITATION TITLE>>

SOLICITATION NO. <<Solicitation Number>>

\*\* If your agency uses an agency control number, please put both the ADPICS PO and the agency control number on this title page. An ADPICS PO number is required for approval.
ADPICS NO. <<ADPICS NUMBER>> \*\*

Issue Date: <<date of issuance>>

NOTICE TO OFFERORS

<<SMALL BUSINESS RESERVE PROCUREMENT>>
\*\*Remove the text above if not an SBR solicitation.\*\*

NOTICE

\*\*The paragraph below is not appropriate for all agencies. Remove the boilerplate text below if your agency does not collect names and distribute solicitation changes directly to that list. (This decision will be made by the Procurement Officer assigned to this solicitation).\*\*

A Prospective Offeror that has received this document from the <<DEPARTMENT OR AGENCY ACRONYM>> website or https://emaryland.buyspeed.com/bso/, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror’s name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

\*\*Remove the text below if not an SBR solicitation.\*\*

NOTICE TO OFFERORS

SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

A. It is independently owned and operated;

B. It is not a subsidiary of another business;

C. It is not dominant in its field of operation; and

D.1 With respect to employees:

(a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

(b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

(c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and

(f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; and

D.2 With respect to gross sales:

(a) The gross sales of its wholesale operations did not exceed an average of $4,000,000 in its most recently completed 3 fiscal years;

(b) The gross sales of its retail operations did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;

(c) The gross sales of its manufacturing operations did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of $10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

STATE OF MARYLAND

*<<*DEPARTMENT OR AGENCY NAME*>>* (*<<*DEPARTMENT OR AGENCY ACRONYM*>>*)

# RFP KEY INFORMATION SUMMARY SHEET

|  |  |
| --- | --- |
| **RFP Title:** | ***<<***Solicitation Title***>>*** |
| **RFP Number:** | ***<<***Solicitation Number***>>*** |
| **RFP Issuing Department or Agency:** | ***<<***DEPARTMENT OR AGENCY ACRONYM***>>*** ***<<***Street Address and Room Number***>>******<<***City, State, Zip Code***>>*** |
| **RFP Issue Date:** | ***<<***mm/dd/yyyy***>>*** |
| **Proposals Due Date and Time:** | ***<<***mm/dd/yyyy***>>*** at ***<<***hh:mm AM/PM***>>*** Local Time |
| **Questions Due Date and Time:** | ***<<***mm/dd/yyyy***>>*** at ***<<***hh:mm AM/PM***>>*** Local Time |
| **Procurement Officer:** | ***<<***Name of Procurement Officer***>>***Phone: <<phone number>>Fax: <<fax number>>e-mail: <<e-mail address>> |
| **Contract Manager:** | ***<<***Name of Contract Manager***>>***Phone: <<phone number>>Fax: <<fax number>>e-mail: <<e-mail address>> |
| **Send Proposals to (e-mail delivery strongly preferred):** | <<e-mail address>> \*\* Remove e-mail address if e-mail proposal submission is not allowed.\*\*\*\* Remove physical address if written proposal submission is not allowed.\*\****<<***DEPARTMENT OR AGENCY ACRONYM***>>*** ***<<***Street Address and Room Number***>>******<<***City, State, Zip Code***>>***Attention: ***<<***Name of Procurement Officer***>>*** |
| **Send Questions (e-mail only) to:** | e-mail address: <<e-mail address>> |
| **Contract Type** | \*\*Replace as appropriate\*\* Fixed Price and Time and Materials |
| **Contract Duration** | \*\*Replace as appropriate-See instructions in 1.1 and 1.4\*\* ***<<***Five (5)***>>*** years OR <<Three (3)>> year base period and <<two (2)>***>*** one-year option periods  |
| **MBE Subcontracting Goal:** | <<MBE goal percentage>> %  |
| **VSBE Subcontracting Goal:** | <<VSBE goal percentage>> % |
| **Small Business Reserve** | Yes/No \*\*choose one\*\* |
| **Pre-Proposal Conference:** | <<date and time >> Local Time<<Street Address and Room Number>><<City, State, Zip Code>>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: ***<<***Solicitation Number***>>*** Entitled: ***<<***Solicitation Title***>>***

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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# GENERAL INFORMATION

## Summary Statement

### The ***<<***Department or Agency Name***>>*** (***<<***DEPARTMENT OR AGENCY ACRONYM>> or “the Department or Agency”) is issuing this Request for Proposals (RFP) to provide <<insert description>>.

\*\*Contract Duration Tailoring Instructions:

1. Amend 1.1.2, Section 1.4, and the Key Information Summary Sheet with the number and duration of any option periods. Generally, the Board of Public Works is agreeable to contracts for seven or fewer years including options. Be sure to include any transition time in your contract duration estimates.
2. Complete and sign a PRG form(s) if the contract value is over $50,000, ensuring the values in the form match the contract durations. DoIT requires a PRG for technology solicitations with projected contract values over $50,000. \*\*

### 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 Department or Agency intends to make a single award as a result of this RFP. \*\*enter one of the following – “a single award” or “up to X awards” if there is the possibility for multiple awards, with “X” being the maximum number of awards”. Consult with your procurement officer and ITPO if multiple awards are desired.If there is the possibility for multiple awards, DoIT recommends that the authors contact ITPO and the agency/department procurement office to determine all the rules necessary to allow a multiple award. For instance, the RFP will need to state how multiple Contractors will provide the required services. Ex. “For multiple contract awards, the Contractor with the highest overall ranking will be given the right of first refusal to provide the requested services. If that Contractor is unwilling or unable to perform the requested services, the Contractor with the next highest overall ranking will be asked to provide the requested services, and so forth. Each Contractor will have 48 hours to respond to a service request before a request is made to the next subsequent Contractor.”\*\*

### 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.

### \*\*Remove this paragraph if the RFP amount is estimated to be greater than a small procurement.\*\* The Department or Agency is conducting this procurement under COMAR 21.05.07, Small Procurement Regulations, with the expectation that the Contract, attached hereto as Attachment A, will not exceed <<Insert Estimated Total Amount>>.

### \*\*For DoIT-issued contracts only All other agencies remove this paragraph.\*\* The resulting Contract applies exclusively to all entities of State of Maryland government subject to Section 3A-302(b) of the State Finance and Procurement Article.

## Abbreviations and Definitions

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

\*\*Add any acronym or term unique to this solicitation and not in common use or for which there is not a single, consistent interpretation.\*\*

|  |
| --- |
| \*\*These terms are only applicable to DoIT-issued statewide contracts. All other agencies remove these terms\*\*.  |
| Agency | The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP, as specified in Section 3A-302(b) of the State Finance and Procurement Article |
| Requesting/Billed Agency | Any State executive branch unit under the resulting Contract with the State that has ordered services or whose name appears on an invoiceOR Any State executive branch unit that is identified as the recipient of work under a Work Order. |
| Task Order Manager | The Agency representative who is responsible for preparing and managing a Task Order on behalf of a Requesting/Billed Agency |
| Task Order  | A document that describes all specifics regarding products and/or services ordered by a Requesting/Billed Agency under the Contract |
| Task Order Request for Proposals | *Insert definition at time of RFP creation, if relevant* |
| Purchase Order Request for Proposals | *Insert definition at time of RFP creation, if relevant* |

\*\*The table below includes most of the definitions required to support the improved security requirements the agency should receive from security experts who review this RFP.

Some of these terms need to be tweaked to better match what you’re asking for . This is a good section to leave change tracking on for, to facilitate the review\*\*

|  |  |
| --- | --- |
| <<Department or Agency Name>>(<<DEPARTMENT OR AGENCY ACRONYM>>, or the Department or Agency)\*\* Move this to the correct spot in the list below\*\* | The unit of the Executive Branch of Maryland State government issuing the RFP  |

|  |  |
| --- | --- |
| **Term** | **Definition** |
| Acceptable Use Policy (AUP) \*\*Remove this term if no hosted services are provided in this RFP\*\*  | A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet\*\*Note to Procurement Officers (RFP authors, keep for procurement officer review but remove before release): You must require as part of the technical proposal ALL terms that a hosting provider wishes to apply to the State. An AUP is one of the names, but often there are multiple documents and also different names for these documents. Make sure you receive a copy of ALL terms regardless of what the hosting service provider names them, and include as part of the negotiation of terms for this Contract. You will likely have to ask for these terms repeatedly, and by names other than an AUP. You may also have to ask for copies of documents or terms that are included by reference in the documents you DO receive from the hosting provider.\*\* |
| Access | The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource |
| 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 |
| 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 awarded from this RFP |
| 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 |
| eMaryland Marketplace (eMM) | Maryland’s online procurement system |
| End User License Agreement (EULA)\*\*Pick the appropriate term for this RFP: End User License Agreement or Enterprise License Agreement.\*\*  | The terms of service governing access to and use of the software services provided pursuant to this Contract |
| 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 Data | Collect, store, transmit, have access to data |
| Infrastructure as a Service (IaaS) \*\*Note: NOT APPLICABLE TO SaaS but might be applicable to hybrid solutions\*\* | 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 |
| 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 |
| Maryland Department of General Services (DGS) |  |
| Maryland Department of Information Technology (DoIT) |  |
| Minority Business Enterprise (MBE) | A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03 |
| Monthly Charges\*\*Tailor this definition after the billing model is decided. Also ties in with boilerplate SLA language.\*\* | 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, Price Sheet. |
| 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, 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, 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. information. |
| Point of Contact (POC) | The individual named as the person to coordinate on a particular topic |
| 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 |
| Request for Proposals (RFP) | This Request for Proposals for the ***<<***Department or Agency Name***>>***, including any amendments / addenda thereto |
| 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 (1) 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; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or 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., St. Fin. & Proc. § 10-1301(c) |
| Service Level Agreement (SLA) | Measurable levels governing TO 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 |
| Software as a Service (SaaS) \*\*Tweak this as appropriate for this RFP\*\* | Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.Under SaaS, the Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor.  |
| 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. |
| System\*\*This must be defined as the software system in its entirety that the TO Contractor is providing to the State.\*\* | \*\*Define in conjunction with System Source Materials (see next definition). Also see information system definition. SYSTEM represents the definition for purposes of defining the scope of the RFP.When defining the system, stipulate that all Upgrades and regulatory updates (no capitalization) shall be provided at no additional cost.\*\*All services and activities necessary to fully support the <<insert name of program>> program as an Information System, described as services and/or products in this RFP, to include <<insert some of the high-level elements>>, a help desk, and non-technical items such as <<insert>> and other manual processes. This definition of System includes all System Source Materials developed as a result of this Contract. All Upgrades and regulatory updates shall be provided at no additional cost to the State. |
| System Availability | The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics |
| System Source Materials | Those materials necessary to wholly reproduce and fully operate the most current deployed version of the System in a manner equivalent to the original System including, but not limited to: 1. The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project.
2. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
3. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
4. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
5. A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
6. All associated user instructions and/or training materials for business users and technical staff
 |
| 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 Offeror’s price as submitted on Attachment F - Price Sheet, upon which the Offeror’s Financial Proposal will be evaluated. (see RFP Section 5.3) |
| Upgrade\*\*This definition is appropriate only for SaaS. For non-SaaS, authors must specify COTS-only portions for this definition.\*\* | A new release of any component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.  |
| 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 | 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” |

## Contract Type

\*\*Enter type of contract or combination of more than one type. Enter the COMAR citation number for the selected type. Update the Key Information Summary Sheet with the value selected.\*\*

The Contract shall be a <<fixed price, fixed price with cost adjustment, labor hour, indefinite quantity with fixed unit price>> as defined in COMAR 21.06.03.

\*\*For instance:\*\*

Definite Quantity Contract with Firm Fixed-Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

Indefinite Quantity Contract with Firm Fixed- Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

Fixed Price Contract in accordance with COMAR 21.06.03.02.

Time and Materials contract in accordance with COMAR 21.06.03.05.

\*\*The following are only for DoIT-issued statewide contracts.\*\*

The Contract shall be an Indefinite Quantity Contract with Firm Fixed Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06. Fixed Price (FP) Task Orders, as described in each respective Task Order, will be issued under this Contract, as appropriate to the type of services being requested.

## Contract Duration

### The Contract shall start from the date of mutual contract execution by the parties.

### 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.

### The Contract resulting from this RFP shall be for ***<<***xx years **>>** from Contract start date.\*\*Match with the Key Information Summary Sheet, and if value is over $50,000 also match the PRG form.\*\* The State, at its sole option, may renew the term of the Contract through <<xx(XX)>> additional <<one-year>> renewal options for up to a total potential Contract length of <<xx (xx)>> years.

### 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.

## 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.

<<DEPARTMENT OR AGENCY ACRONYM>> may change the Procurement Officer at any time by written notice.

## Contract Manager

The <<DEPARTMENT OR AGENCY ACRONYM>> Contract Manager for the Contract is listed in the Key Information Summary Sheet.

<<DEPARTMENT OR AGENCY ACRONYM>> may change the Contract Manager at any time by written notice.

## Pre-proposal Conference

\*\*If no pre-proposal conference will be held insert the following statement and delete the remaining statements in this section. Note, however, that DoIT recommends a pre-proposal conference:\*\*

A pre-proposal conference will not be held for this RFP.

\*\*Otherwise delete the above statement and retain the subparagraphs below.\*

### 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.

### 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.

### 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.

### 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 Department or Agency will make reasonable efforts to provide such special accommodation.

\*\*The following is optional. Delete this paragraph if it does not apply to this RFP. If a site visit is required, complete the highlighted information.\*\*

### A site visit is suggested for prospective Offerors to assist in responding to this RFP. A site visit has been pre-scheduled for <<date of site visit>>, beginning at <<start time of site visit>> Local Time, at <<full address of site with building name and room number>>. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

## eMaryland Marketplace (eMM)

### eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the <<DEPARTMENT OR AGENCY ACRONYM>>’s website <<([www.://insertlinkhere.gov)](http://www.://insertlinkhere.gov%29)>> 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.

### 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.

## Questions

### 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.

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

## Procurement Method

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

## Proposals Due (Closing) Date and Time

### 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. To minimize Proposal duplication costs, e-mail delivery of Proposals is strongly preferred. \*\*Remove the statement above if hard copy offers are expected.\*\*

### 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.

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

### Proposals delivered by e-mail or \*\*remove if e-mail is allowed\*\* facsimile shall not be considered.

### 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).

## Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted. \*\*If you wish to consider accepting Multiple or Alternate Proposals, discuss with your procurement supervisor and DoIT.\*\*

## 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.

## Public Information Act Notice

### 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.

### 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.

## Award Basis

A Contract shall be awarded to the responsible Offeror \*\*Use “Offeror(s)” if multiple awards are possible.\*\* 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. \*\*If multiple awards are possible, describe how subsequent awards will be made. Ex: “Up to “X” additional awards will be made to the next highest overall-ranked Offerors,“ or: “One award will be made per service category,” etc. .\*\*

## 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.

## 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.

## Revisions to the RFP

### If it becomes necessary to revise this RFP before the due date for Proposals, the Department or Agency 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 Department or Agency’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.

### 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.

## 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.

## 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.

## 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).

## Offeror Responsibilities

### 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”).

### 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.

### 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. \*\*1.22.3 is an optional paragraph.\*\*

## Substitution of Contractor Personnel

\*\*Use the statement below if the RFP does not involve personnel critical to the selection of the Contractor, or to the performance of the Contract.\*\*

This section does not apply to this RFP.

\*\*Otherwise, use the sections below:\*\*

A. Key Personnel

For this Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in Section 3.5 and Attachment U. \*\*Currently, Attachment U has a large number of labor category descriptions.\*\*

<<Role 1>>

<<Role 2>>

<<Role 3>>

.\*\*Instructions:

Except for those contracts with few personnel numbers, the number of Key Personnel should comprise no more than 15% of the total number of personnel anticipated on the project.

Make sure you only ask the Offeror to propose those Key Personnel who are absolutely critical to selecting the correct Offeror. Important! DoIT strongly discourages requiring more than 4 personnel be proposed for the purposes of making an award determination

Key Personnel do not have to be submitted with the proposal. The default language is to define the Key Personnel but in the submission instructions (and minimum qualifications) you can restrict the number of proposed personnel to streamline your evaluation. You can also add language that allows you to specify the Key Personnel after the Contract starts.\*\*

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.

\*\*If the Contract is task order or work order-based use this sentence.\*\* The provisions of this section apply to Contractor Personnel and Key Personnel identified in each <<Task Order proposal and agreement OR Work Order Request 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:

1. A detailed explanation of the reason(s) for the substitution request;
2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
3. The official resume of the current personnel for comparison purposes; and
4. 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

1. 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.)
2. 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

1. 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.
2. 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

1. 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, Department or Agency 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.
2. 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.
3. 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.
4. 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.
5. 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.

## 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. **The volume and severity of exceptions to the Contract terms, including the terms of the RFP, will be considered in the evaluation process.**

## 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.

## 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.

## Compliance with Laws/Arrearages

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

### By submitting a response to this solicitation, 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.

## Verification of Registration and Tax Payment

### 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/>.

### 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.

## False Statements

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

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

1. Falsify, conceal, or suppress a material fact by any scheme or device.
2. Make a false or fraudulent statement or representation of a material fact.
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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

## 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 $100,000. 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.

## 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.

## Electronic Procurements Authorized

### 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.

### 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.

### “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.

### 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:
2. the solicitation (e.g., the RFP)
3. any amendments
4. pre-Proposal conference documents
5. questions and responses
6. communications regarding the solicitation or Proposal to any Offeror or potential offeror
7. notices of award selection or non-selection
8. the Procurement Officer’s decision on any solicitation protest or Contract claim
9. An Offeror or potential Offeror may use e-mail <<or facsimile>> to:
10. ask questions regarding the solicitation
11. 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
12. submit a "No Bid/Proposal Response" to the solicitation
13. 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.

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

1. submission of initial Proposals; \*\*If proposals are to be accepted via e-mail, delete this line and renumber remaining requirements.\*\*
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by the Department or Agency to require original signatures (e.g., Contract execution, Contract modifications); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

### Any 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.

## Minority Business Enterprise (MBE) Participation Goal

\*\*If there is no MBE goal for this procurement, enter only the following sentence for this section and delete the remainder of this section. Note: DoIT expects PRG documentation with any solicitation anticipated at greater than $50,000. Advise DoIT when submitting for review when the expected value of the solicitation value is anticipated to be $50,000 or below.\*\*

There is no MBE subcontractor participation goal for this procurement.

\*\*If there is a MBE goal for this solicitation, enter and complete the following language for this section.\*\*

### 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:

\*\*After completing the MBE Subgoal Worksheet pursuant to the MBE Subgoal Guidance, (i) insert the subgoal amounts for the applicable subgoals below. If after the completion of the MBE Subgoal Worksheet no subgoals are established, then the following sentence should be included instead, in black font:\*\*

1. There are no sub-goals established for this procurement.

\*\*OR\*\*

1. (African-American subgoal percentage) <<percent>>% for African-American MBEs,
2. (Asian-American subgoal percentage) <<percent>>% for Asian-American MBEs,
3. (Hispanic-American subgoal percentage) <<percent>>% for Hispanic-American MBEs, and
4. (Woman-Owned subgoal percentage) <<percent>>% 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.

### 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

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

1. 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
2. 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.
3. 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.

### 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.

### 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.

1. Outreach Efforts Compliance Statement (Attachment D-2).
2. MBE Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).
3. 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.
4. 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.

### 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.**

### 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:

1. Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).
2. Attachment D-4B (MBE Prime Contractor Report)
3. Attachment D-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

### 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.

### 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).

### 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).

### 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.

### With respect to Contract administration, the Contractor shall:

1. Submit by the <<10th (insert date here AND in MBE attachments)>> of each month to the Contract Manager and the Department or Agency’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.

1. 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 or Agency’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.
2. 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.
3. 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.
4. 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.

## Living Wage Requirements

\*\*This section does not apply for product purchases or service contracts under $100,000. If the IFB is for product only, use the statement below and delete the sub-paragraphs following. If the value of services is expected to be close to $100,000 include the section.\*\*

This RFP does not involve any Living Wage requirements.

\*\*otherwise delete the above statement and retain the subparagraphs below.\*\*

### Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code, State Finance and Procurement, § 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.

### 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

### 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 an Offeror to not be responsible under State law.

### 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 agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

### 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.**

## Federal Funding Acknowledgement

\*\*If the Contract to be awarded under this procurement does not contain federal funds, enter only the following sentence for this section and delete the rest.\*\*

The Contract does not contain federal funds.

\*\*If the Contract to be awarded under this procurement does contain federal funds, enter and complete the following language for this section.\*\*

### There are programmatic conditions that apply to the Contract due to federal funding (see Attachment H).

\*\*Check with your AAG for applicability of 1.35.2 and 1.35.3 to this solicitation.\*\*

### The total amount of federal funds allocated for the ***<<***name of administration or facility***>>*** is $***<<***federal funds amount***>>*** in Maryland State fiscal year ***<<***current fiscal year***>>****.* This represents ***<<***divide federal funds amount by the total of the unit’s budget***>>***% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

### The Contract contains federal funds. The source of these federal funds is***<<***name of federal program for funds source e.g., Medicaid, Ryan White, Title X***>>***. The CFDA number is: ***<<***insert Catalog of Federal Domestic Assistance number***>>****.* The conditions that apply to all federal funds awarded by the Department or Agency are contained in Federal Funds Attachment H. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment H and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the Contract.

## Conflict of Interest Affidavit and Disclosure

\*\*DoIT recommends that a conflict of interest affidavit always be included with IT procurements.\*\*

### 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.

### 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.

### 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.

### 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.

## Non-Disclosure Agreement

1.37.1 Non-Disclosure Agreement (Offeror)

\*\*If a Non-Disclosure Agreement is not required for reviewing information prior to Proposal submission, enter only the following sentence for this section and delete the rest: \*\*

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

\*\*If a Non-Disclosure Agreement is required for this solicitation, enter the following language for this section: \*\*

Certain documentation may be available for potential Offerors to review at a reading room at <<Department or Agency’s address>>. 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.

1.37.2 Non-Disclosure Agreement (Contractor)

\*\*If a Non-Disclosure Agreement is not required for contractors after award, enter only the following sentence for this section and delete the rest:\*\*

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

\*\*If a Non-Disclosure Agreement is required for this solicitation, enter the following language for this section: \*\*

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.

## HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

\*\*See the DBM RFP Template for language if a HIPAA Business Associate Agreement is required.\*\*

## Non-Visual Access

### 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.

### 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.

## Mercury and Products That Contain Mercury

\*\*If this solicitation does not include the procurement of electronic products, enter only the following sentence for this section and delete the rest. DoIT typically recommends keeping this affidavit if there is any equipment known to be provided under this RFP.\*\*

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

\*\*If this solicitation does include the procurement of electronic products, OR other products known to likely include mercury as a component, choose and enter the following “Option” language for this section, as applicable.\*\*

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of Attachment L with its Proposal.

## Veteran-Owned Small Business Enterprise Goals

\*\*If there is no VSBE goal for this solicitation, enter only the following sentence for this section, and delete the rest.\*\*

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

\*\*If there is a VSBE goal for this solicitation, enter and complete the following language for this section.\*\*

### 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.

### 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.

### 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.

### 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:

1. 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.
2. 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.

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

1. VSBE Subcontractor Participation Statement (Attachment M-2);
2. 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
3. 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.

### The Contractor, once awarded the Contract shall:

\*\*Adjust the date of the month for reports from the 10th as desired, in both A and B. Make the same change in the attachments also if you use a different date.\*\*

1. Submit monthly by the 10th of the month following the reporting period to the Contract Manager and Department or Agency 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).
2. 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 or Agency 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).
3. 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.
4. 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.
5. At the option of the procurement Department or Agency, 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.

## Location of the Performance of Services Disclosure

\*\*If this solicitation is for services, DoIT requests every RFP contain a Location of the Performance of Services Disclosure.\*\*

\*\*If the solicitation is for hardware/software use the following: \*\*

This solicitation does not require a Location of the Performance of Services Disclosure.

\*\*If this procurement is anticipated to have an estimated value of $2,000,000.00 or more, enter the following language for this section: \*\*

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.

## Department of Human Resources (DHR) Hiring Agreement

\*\*If this solicitation does not require a DHR Hiring Agreement, enter only the following sentence for this section and delete the rest. The DHR Hiring Agreement applies to certain agencies and in certain types of services obtained that are conducive to hiring disadvantaged workers through DHR’s program. IT purchases typically don’t require a DHR Hiring Agreement.

What is a Hiring Agreement: This is a welfare reform program for lower wage positions. Generally, Information Technology procurements will not have opportunities with the possible exception of security guards, courier services, data entry positions. Contact the Hiring Agreement office for more guidance. The agencies DBM, DGS, and MDOT are specifically expected to identify eligible contracts, and any DHR Hiring Agreement determination for one of these agencies must be approved by that agency’s Assistant Attorney General.\*\*

This solicitation does not require a DHR Hiring Agreement.

\*\*If this solicitation does require a DHR Hiring Agreement, enter the following language for this section: \*\*

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 DHR Hiring Agreement. A copy of this Affidavit is included as Attachment O. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

## Purchasing and Recycling Electronic Products

\*\*If this solicitation does not include purchases or removal of electronic products, enter only the following sentence for this section and delete the rest:\*\*

This section does not apply to this solicitation.

\*\*If this solicitation does include purchases or removal of electronic products, enter the following language for this section: \*\*

### 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.

### 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>.

### 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](http://doit.maryland.gov/support/pages/securitypolicies.aspx%20section%206.5) Media Protection provides guidance on proper precautions to protect confidential information stored on media.

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

\*\*NOTE: If you choose to allow non-State of Maryland government entities or organizations to utilize this Contract, you may include the following language. Generally, DoIT recommends including the language:\*\*

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.

\*\*For any non- DoIT contracts use the following language. \*\*

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.

\*\*For DoIT-issued contracts only use the following language. \*\*

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.

## Retainage

\*\*Important! The purpose of retainage is to provide you with some funds in the event that the Contractor doesn’t deliver and you are required to hire another company to perform the work. In other words, once the contractor has completed the work for which the retainage was kept, it must be released. Do not confuse this with liquidated damages.

If this solicitation does not require retainage, you may delete the entire section INCLUDING the section heading. If this solicitation does require retainage, see DoIT for language and any attachments appropriate to this section. \*\*

This solicitation does not require retainage.

## Proposal/Bid Bond

\*\*If this solicitation does not require a proposal bond, you may delete the entire section INCLUDING the section heading. If this solicitation does require a proposal bond, see DoIT for language and any attachments appropriate to this section. \*\*

### Each Offeror must submit with its Proposal a Proposal/Bid Bond or other suitable security in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the products/services at the offered price for 180 days after the due date for receipt of Proposals.

### The bond shall be in the form provided in Attachment T.

### An Offeror may request a release of the bond after the date of the award in return for a release signed by the Contractor and accepted by the Department or Agency.

### 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:

1. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
2. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
3. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
4. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

### 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.

\*\*The bond format in the attachment is as specified in COMAR. IT Is DoIT’s guidance for agencies to NOT UTILIZE A BOND FORM OTHER THAN THE ONE IN THIS RFP. Contractors often send a bond form - DoIT strongly recommends not accepting these forms because often these contractor-supplied forms contain additional terms. \*\*

## Surety Bond Assistance Program

\*\*If this solicitation does not require a surety bond, you may delete the entire section INCLUDING the section heading. If this solicitation does require a surety bond, see DoIT for language and any attachments appropriate to this section. \*\*

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

## Performance Bond

\*\*Performance bonds should be used sparingly for high risk procurements. If this solicitation does not require a Payment Bond, you may delete the entire section INCLUDING the section heading. If this solicitation does require software escrow, see DoIT for attachments appropriate to this section. Note: a Performance Bond must be submitted not later than the date of contract execution\*\*

### The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within five (5) working days after notification of recommended award.

### The successful Offeror must submit a Performance Bond, or other suitable security in the amount of <<$1,000,000.00>>, guaranteeing that the Contractor shall well and truly perform the Contract.

### The Performance Bond shall be in the form provided in Attachment <<?>> 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 1.47.4. \*\*Insert the language from 1.47.4 here if no Proposal/Bid Bond is required for this RFP. \*\*

### 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.

### 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.

### 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.

### 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 or Agency’s sole discretion. If any reduction is granted, the Department or Agency’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 or Agency’s sole discretion.

## Payment Bond

\*\*If this solicitation does not require a Payment Bond, you may delete the entire section INCLUDING the section heading. If this solicitation does require a Payment Bond, see DoIT for language and any attachments appropriate to this section. Note: a Payment Bond must be submitted not later than the date of contract execution.\*\*

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

# COMPANY AND PERSONNEL QUALIFICATIONS

\*\*It is not mandatory to have Minimum Qualifications, and having them can sometimes inhibit competition, but if a bottom line requirement must be met, using Minimum Qualifications is an acceptable way to set the bar. Minimum qualifications determine which proposals will enter the evaluation process – it’s a good way to eliminate clearly unqualified proposals.

Every Minimum qualification must be able to be objectively measured, and must be able to be demonstrated by the Offerors. \*\*

## Offeror Minimum Qualifications

\*\*If there are no Offeror Minimum Qualifications for this solicitation, enter only the following sentence for this section and delete the rest: \*\*

There are no Offeror Minimum Qualifications for this procurement.

\*\*If there are Offeror Minimum Qualifications for this solicitation, enter the following language as applicable for this section and insert a numbered list of all Minimum Qualifications. These Minimum Qualifications are requirements that must be met by a vendor for its proposal to continue through evaluation, including any licensures or certifications, years of experience, 501(c)(3) status, CBO, other designations, etc. These are not to be service requirements or deliverables under the Contract (those are detailed in Section 3). Include requirements of proof that must be included with an Offeror’s Proposal (ex. copies of licenses, certificates). \*\*

To be considered reasonably susceptible for award, an Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

### The Offeror shall have \*\*ex. three (3) years of experience providing . . . \*\*. As proof of meeting this requirement, the Offeror shall provide with its Proposal . . . \*\*ex. three (3) references from the past five years able to attest to the Offeror’s experience in providing . . . \*\*.

### The Offeror shall be certified \*\*ex. by the Maryland Insurance Administration as a . . \*\*. As proof of meeting this requirement, the Offeror shall provide with its Proposal . . . \*\*ex. a current certificate issued by the Maryland Insurance Administration evidencing the Offeror’s certification as a . . . \*\*

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

Example. Implementation and operation of insert description of COTS solution.

Example. Experience with customizing COTS software for a minimum of five (5) years to meet specific business rules and requirements.

Example. At least one (1) year of demonstrated experience providing xxxxx support services to U.S. based commercial or government entities with at least 5,000 end-users. In addition, the engagement must meet the following criteria:

1. The engagement must have lasted at least a year; and
2. The Offeror must have provided at least three (3) full-time xxxx support personnel with at least one (1) resource having a xxxx certification.

## Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this RFP:

\*\*Enter any minimum qualifications you require for this RFP. Make sure the qualifications are actual minimums. Also remember the minimum qualifications need to reflect the scope of work for this RFP.

For an RFP, DoIT strongly recommends that a maximum of four (4) named resources be allowed as part of the evaluation, with any minimum qualifications language for each named resource. \*\*

Resumes must clearly outline starting dates and ending dates for each applicable experience.

For the personnel proposed in response to this RFP, Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

### Insert Labor Category

Meets the labor category description as described in Attachment U.

### Add minimum qualifications

## Contractor Preferred Qualifications

\*\*If no additional, rank-able qualifications exist for making the RFP award, then: \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*Insert additional requirements, including subjective requirements here. This is the section to include mandatory requirements for any staff not included as part of the named resources.\*\*

The following qualifications are expected and will be evaluated as part of the technical proposal.

## Personnel Preferred Qualifications

\*\*If no additional, rank-able qualifications exist for making the RFP award, then: \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*Insert additional requirements, including subjective requirements here. This is the section to include mandatory requirements for any staff not included as part of the named resources. \*\*

The following qualifications will be evaluated as part of the technical proposal.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

# SCOPE OF WORK

## Background and Purpose

\*\*Include a brief but detailed description of the work/products requested. It should be similar in nature to the language in the Summary statement in Section 1.1, but provide more detail. \*\*

The Department or Agency is issuing this solicitation in order to obtain <<insert description>>. 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.

\*\*For a COTS solution consider tailoring the following language: \*\*

The purpose of this solicitation is to procure a state-of-the-art commercially available COTS application to briefly describe the business need and/or required functionality of the software application.

The State does not wish to procure a software application still under development. The COTS software purchased by the State shall be operational (i.e. not under development) and generally available by the due date of the Proposal.

\*\*For any solution where you wish to evaluate individual proposals (“key personnel”) tailor the following language --- DoIT guidance is that only a maximum of FOUR key personnel may be proposed for purposes of making an award determination. Contact DoIT for more details on this guidance. \*\*

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly <<three (3)>> key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department or Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

## Agency / Project Background

### Describe Agency background

### Describe Project Background (or existing system environment)

1. Describe the system to be supported. Describe the background and system technology, components, interfaces, etc. that would be pertinent for the Contractor to provide adequate maintenance support.
2. Clearly indicate what additional resources are supporting this system. Include what business processes it supports, identify users, system products, etc.

## General Requirements

### 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:

1. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
2. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
3. The State of Maryland Information Technology Non-Visual Standards at: http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx
4. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight; \*\*for any RFP that might have MITDP components\*\*
5. <<Insert any additional policies and guidelines>>

### Any IT services personnel provided under this RFP shall maintain any required professional certifications for the duration of the resulting Contract.

\*\*Uniquely number and describe every requirement under the RFP for ease of reference.

Do NOT cut and paste text directly from any vendor proposal or vendor submission – adjust any source materials to reflect this template and the agency’s point of view. \*\*

### Transition-In Requirements

\*\*If this section is not applicable to this RFP, insert the following sentence: \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*Insert information here regarding what the Contractor is expected to perform as part of the transition-in period of the contract. Defining transition-in requirements helps to clarify the requirements for the new Contractor.

Notes/Guidance:

1. This is often an overlooked way to incorporate start-up requirements that are hard to organize compared to steady-state requirements.
2. It is not uncommon for transition-in activities to be a fixed price that must be accomplished before a monthly service can begin. Fixed price activities should result in a deliverable that must be submitted prior to payment and prior to the commencement of monthly services.
3. Include migration of data as part of transition-in
4. Indicate when billing for monthly services may begin; at time of contract execution, after certain performance is completed, etc. \*\*

### Transition-Out Requirements

\*\*This is often missing from contracts – define the requirements for what this contractor is expected to do when the contract transitions to a different contractor.

If this section is not applicable to this RFP, insert the following sentence: \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*Consider whether your contract will have a transition-out period. Many pure SaaS services don’t have a transition out period- you take the data and the contract ends. However, if services other than SaaS, including a hybrid model of services are part of this contract, then you may need to specify transition out activities. \*\*

#### During the transition-out period, the Contractor will continue to be paid Monthly Charges as set forth in the Price Sheet, Attachment F. The price of any reasonable transition services, not included in normal Monthly Charges, shall be negotiated as required at rates not to exceed the then-current labor rates set forth in Attachment F. \*\*This language assumes labor rates or monthly service charges are provided in the price sheet. Adjust for your RFP appropriately. \*\*

#### The Contractor shall support end-of-contract transition efforts with technical and project support to include but not be limited to:

\*\*These requirements are examples only. Tailor the language – including simplifying it – so it’s appropriate for your contract. Note that a pure SaaS contract likely won’t have much (if any) in the way of transition-out activity. \*\*

1. Provide transition services for up to <<60 days >> days prior to contract end, consisting of:
	* + - 1. 30 day processing with Contractor as the back up to the successor contractor
				2. Provide additional services and/or support as requested to successfully complete the transition
				3. Provide sufficient experienced personnel during this transition period to ensure an efficient and smooth transition. Guarantee that the services called for by the Contract are maintained at the required level of proficiency and during the transition period.
2. Updated System Documentation and all other System Source Materials \*\*if appropriate\*\*
3. Current Operating Procedures \*\*if appropriate\*\*

\*\*UPDATE the three references to the TRANSITON PERIOD in paragraph C to match the transition period in Key Information Summary Sheet, Section 1.1 and 1.4. \*\*

### Export, Backup, Disaster Recovery (DR)

#### Export/Import

1. The Contractor shall provide to the State the ability to export data at will. If Contractor provides the State the ability to export data, access and instructions shall be provided. If Contractor intends to perform export data on the State’s behalf, Contractor shall perform an export of State data within 24 hours of a request.

\*\*Backup and Disaster Recovery Requirements need to be developed for your Contract. If you have PII or Sensitive Data, contact DoIT. SaaS contracts may or may not offer backup and DR as part of its service, or the agency may elect to take backups. \*\*

#### Backup

\*\*Decide how backups will be performed, and if you’re interested in having pricing from the Offeror for performing backups, include it as an option in your price sheet that you might exercise. Insert information here regarding what the Contractor is expected to perform with regard to Backup/Disaster Recovery.

Example language (verify all the language in each sentence is applicable to your contract): \*\*

1. The Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers.
2. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the Contractor. \*\*Note that backup time periods need to be synchronized with data retention requirements associated with terminating the Contract in Attachment A (see section 14) \*\*
3. Daily backups shall be stored off-site by the Contractor.

OR

1. The Contractor shall provide backups of the configuration and data on a regular basis as a Contract option. Contractor shall describe backup services offered, and shall offer pricing for this option in the Price Sheet (Attachment H).
2. The Contractor shall meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in Section 3.8 Service Level Agreement. \*\*note, if you use this as a requirement in the SLAs, be sure to define the terms RTP and RPO in the definitions and ALSO define how they are measured. \*\*

#### Disaster Recovery

\*\*For disaster recovery, requiring no loss of data will be expensive for a large system with a lot of data. Evaluate carefully whether full data restore is a reasonable cost. SET RECOVERY POINT OBJECTIVES AND RECOVERY TIMES THAT are appropriate for the need – the faster the recovery times, the more the agency will be charged for that service\*\*

The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and confidential information, Contractor’s processing capability and the availability of hosted services.

1. System shall come back online within <<xx>> hours.
2. System shall be restored with less than <<xx>> hours’ loss of data.
3. Contractor shall describe in its Proposal its disaster recovery approach, including an explanation how the data will be recoverable.

### Contractor-supplied Hardware, Software, and Materials

\*\*Requirements for SaaS (If not SaaS, most of these examples don’t apply) \*\*

#### SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.

#### The State shall be permitted limited user-specific application configuration settings.

#### The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.

#### All Upgrades and Regulatory Updates shall be provided at no additional cost.

\*\*FOR non-SaaS CONTRACT TYPES

If this section is not applicable to this RFP, insert the following sentence: \*\*:

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*Instructions: If applicable, describe the agency’s strategy under the Contract for acquiring necessary hardware, software, or materials. Optional text that may be applicable. Modify to fit this RFP: \*\*

1. Hardware and software costs procured as part of the RFP cannot exceed 49 percent of the total Contract value.
2. Material costs shall be passed through with no mark-up by the Contractor.
3. The Contractor shall prepare software releases and stage at the <<issuing agency>> for validation in the system test environment. The <<issuing agency>> will provide authorization to proceed. The <<issuing agency>> will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement the Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
4. The Offeror shall provide <<manufacturer or provider’s’s standard three (3) year warranty for the item>>. Any warranty period for products and services will not commence until acceptance of the products or services by the Department or Agency. All defective items must be replaced at no additional cost to the State. Note that with any hardware/software provided under this RFP you may wish to require that the Contractor demonstrate that it is a licensed reseller or distributor of the item. This would be a good minimum requirement (Section 2).
5. Acceptance criteria for hardware – \*\*insert if any specific requirements pertaining to acceptance of equipment. \*\*

### Custom Software

\*\*If Custom software is part of this contract’s scope, No changes allowed to this language without AAG approval. \*\*

#### As described in the sample Contract (Attachment A), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.

#### Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor’s dissolution, Contractor’s discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or Contract These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.

#### Custom Source Code

\*\*If Custom software is part of this contract’s scope, No changes allowed to this language without AAG approval. \*\*

#### For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (Attachment A) and in Section 3.3.9 below.

#### The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.

#### The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

### Source Code Escrow

\*\*If source code escrow is part of this contract’s scope, No changes allowed to this language without AAG approval. \*\*

#### Source Code Escrow applies to this Contract. The Contractor shall perform source code escrow as described in Section 12 of the Contract (Attachment A).

### Data

\*\*If data is part of this contract’s scope, No changes allowed to this language without AAG approval. \*\*

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

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

### Travel Reimbursement

#### There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-routine Travel without prior Contract Manager approval.

#### Routine Travel is defined as travel within a 50-mile radius of the Department or Agency’s base location, as identified in the RFP, or the Contractor’s facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor’s facility.

#### Non-routine Travel is defined as travel beyond the 50-mile radius of Department or Agency’s base location, as identified in the RFP, or the Contractor’s facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State’s travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in section 3.11.1 of this definition, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or work order.

\*\*You are not required to use the subsections nor the tables as outlined in this template. Use a requirements organization structure that matches the type of work requested in this RFP.

Agencies may augment or replace the following sections when appropriate for their needs. Use these following sections as alternate examples how requirements might be organized. \*\*

### CONTRACTOR RESPONSIBILITIES

\*\*Only include requirements for which the Contractor has full responsibility. SLAs and Backup are not typically pertinent if Contractor only has partial responsibility. Place the solution requirements in later sections. \*\*

The Contractor shall provide staffing and resources to fully supply the following services as identified:

1. Staffing Contractor Personnel requirements as described in Section xxx.
2. Help Desk \*\*define help desk ticketing requirements, especially if an SLA for response or resolution is defined in Section 3.8 SLAs\*\*
3. Technical Support Services
4. Backup and Recovery services

\*\*Notes/ Guidance:

Assess what this RFP is intended to obtain. You may choose to provide only a handful of requirements in Contractor Responsibilities or Contractor Personnel Responsibilities in favor of detailed functional/non-functional requirements for a system. Adapt all these requirements sections as necessary to support your specific procurement. \*\*

### CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

\*\*Include this section as necessary. Projects often do not include specific personnel tasks.

Agencies should allow Contractors to propose the labor categories, plus any additional duties they recommend, and the number of hours required.

For a project-based RFP, only include duties and responsibilities that would not be reasonably assumed by the Contractor to be needed to execute the project. \*\*

At a minimum, Contractor personnel under this RFP shall perform the following:

A) Recurring Daily / Weekly / Monthly Duties

List recurring Contractor duties and responsibilities.

Typical recurring duties may include:

1. Operations tasks
2. Troubleshooting (actual problem resolution may be under non-recurring duties below)
3. Virus scans
4. Database maintenance
5. Data back-ups
6. User support
7. Activity reporting

### FUNCTIONAL / BUSINESS REQUIREMENTS

Functional requirements relate to what business processes shall be provided or supported under the RFP.

\*\*Assess the following questions for requirements you may need in your RFP: \*\*

1. Is there a provision for development and test environments? Some hosting vendors will provide these at no additional cost and some will have pricing models – specify and provide for the environments you need in the requirements and also the price sheet
2. Have you included a requirement provide documentation for the use of the service – Contractor shall provide documentation for use of the service. Contractor shall provide documentation on any administration or configuration the State is allowed to perform.
3. Are technical support and maintenance covered as part of the service(help services, configuration services)? Are they add on costs? Specify and provide for these items in both requirements and also the price sheet.
4. Are customization and integrated services included in the costs?
5. Is training included? What kind of training are you expecting?
6. Is a Change control process defined? Ask for the change control process the Contractor intends to follow.

\*\*Note for customization of an SaaS: Subscribers of SaaS services do not typically get an opportunity to delay implementation of these services. Any customizations (vs. configurations) of a hosted service, even if performed by the SaaS vendor, may result in system issues when a new version of the software or associated components is released. \*\*

### TECHNICAL REQUIREMENTS

Technical requirements relate to IT system design or performance required under the RFP.

### NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system make-up or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc.

\*\*For Example: \*\*

1. Software demonstrations upon request
2. Shall hold periodic program reviews [but this is only applicable when contractor is furnishing services over and above SaaS ]

### Reporting

\*\*Include at a minimum reports that support SLA reporting (if SLAs are used) and security logging\*\*

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

## Security Requirements

### Employee Identification

#### 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. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

#### 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.

### Information Technology

#### 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.

#### 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. 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.

### Security Clearance / Criminal Background Check

\*\*If this section is not applicable to this RFP, insert the following sentence: \*\*

A security clearance is not required for Contractor Personnel assigned to the Contract.

\*\*Otherwise adjust the paragraphs to meet RFP needs. \*\*

1. A criminal background check shall be completed << Pick one: for any Contractor Personnel providing <<on-site OR any OR list specific services/roles impacted>> services under the Contract.
2. A criminal background check for each Contract Personnel listed in sub-paragraph A shall be completed << Pick one: prior to each Contractor Personnel providing any services under the Contract OR within four (4) months of Contract award OR describe what is appropriate.>>
3. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

OR

The Contractor shall obtain from each individual required to obtain a criminal background check a statement permitting a criminal background check. The Department or Agency will obtain a criminal background check for each individual using a source of its choosing.

OR (for Temporary Personnel Contracts)

The Contractor shall obtain criminal background checks on candidates it sends for employment at the Department or Agency. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. This check may be performed by a public or private entity.

1. Keep when Contractor Performs the check, otherwise delete this paragraph: The Contractor shall provide certification to the Department or Agency 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.

\*\*Pick one of E only, E and F, or F and G. Paragraph F is optional if E is kept but required if G is kept. E provides more discretion for the Contract Manager. \*\*

1. 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.
2. 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:
3. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
4. any crime within Title 7, Subtitle 1 (various crimes involving theft);
5. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
6. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
7. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
8. a crime of violence as defined in CL § 14-101(a).
9. 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.
10. 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.

### On-site Security Requirement(s)

\*\*If this section is not applicable to this RFP, insert the following sentence: \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*If this section is applicable to this RFP, adjust as appropriate for this RFP: \*\*

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

1. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department or Agency 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 Department or Agency.
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 agency that controls 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 that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
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.

### Data Protection and Controls

#### Data Protection

1. Contractor and/or Subcontractor shall implement administrative, physical and technical safeguards to protect State data that are no less rigorous than accepted industry practices, such as the current Control Objectives for Information and Related Technology (COBIT) framework or similar applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed comply with applicable data protection and privacy laws as well as the terms and conditions of this Agreement.
2. To ensure appropriate data protection safeguards are in place, the Contractor and/or Subcontractor shall at minimum implement and maintain the following at all time:
	1. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Systems’ surface of vulnerability. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the System configuration files.
	2. Ensure that State data is not comingled with the Contractor’s and/or Subcontractor’s other clients’ data through the proper application of compartmentalization security measures.
	3. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current National Institute of Standards and Technology recommendations contained in NIST Special Publication 800-131a (csrc.nist.gov/publications/nistpubs/800-131A/sp800-131A.pdf).
	4. Enable appropriate logging parameters on systems supporting the System 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, version 3.1, dated February 2013.
	5. 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.
	6. 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.
	7. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
	8. 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.
	9. 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 and/or Subcontractor’s security policy.   Contractor shall evaluate all identified vulnerabilities for potential adverse effect on the system’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable.
	10. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access to Sensitive Data through compromise of the user access controls.  Such measures are outlined in the State of Maryland Department of Information Technology’s Information Security Policy, including specific requirements for password length, complexity, history, and account lockout.   The State IT Security Policy and Standards (current version 3.1, dated February 2013) 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.
	11. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.

#### 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.

##  Labor Categories and Qualifications

\*\*If this section is not applicable to this RFP, insert the following sentence: \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*In many cases, the labor categories in the full list in AttachmentU are not applicable for an SaaS or other “aaS” contract. Only include those labor categories that are appropriate and are not part of the “service” for which you will be paying a monthly fee. See additional tailoring instructions in Attachment U.

Instructions: Remove any labor categories not applicable to this RFP. \*\*

\*\*Notes/Guidance:

1. Identify labor categories with minimum criteria and desired criteria. Be generous in selecting the labor categories for your RFP to provide flexibility for unplanned needs in the future.
2. If this is a “staffing” RFP, then Hardware and software costs procured as part of the RFP cannot exceed 49 percent of the total Contract value per DoIT guidelines. \*\*

### Labor Categories

The Labor Categories are identified and described below. To be responsive to this RFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a Price Sheet (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 shall be coordinated by the Contract Manager per the Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

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

Education and experience described below 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.

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

#### 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.

#### Substitution of Experience for Education.

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

#### Substitution of Professional Certificates for Experience:

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

## Performance and Personnel

### Work Hours

\*\* Adjust this section as applicable. Adjust language and hours of coverage according to the needs of the place of work performance.

For an SaaS Contract, you frequently are asking for the hours of support of the SERVICE and not specifically the hours of support for individual personnel. Tailor this section appropriately. \*\*

1. Business Hours Support: The collective assigned Contractor Personnel shall support core business hours (<<hh:mm AM>> to <<hh:mm>> PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department or Agency. Contractor personnel may 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.
2. Alternate Language. \*\*Delete or adjust as necessary\*\* Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the Department or Agency infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to Department or Agency non-business hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
3. Non-Business Hours Support: After hours support may be necessary to respond to IT Security 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.
4. State-Mandated Service Reduction Days: Contractor personnel shall 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.
5. Minimum and Maximum Hours: Full-time Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the Contract Manager. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
6. Vacation Hours: Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

## Problem Escalation Procedure

\*\*Determine whether a performance escalation procedure is applicable for this RFP. If not applicable, insert a line that indicates this section is not applicable. Keep the heading to preserve section numbering for the remainder of this section 3, then remove the requirements. Also remove reference to the PEP from 4.2.2.6.D\*\*

### 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.

### 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.

### 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:

1. The process for establishing the existence of a problem;
2. 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;
3. Circumstances in which the escalation will occur in less than the normal timeframe;
4. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
5. Identification of, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
6. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
7. A process for updating and notifying the Contract Manager of any changes to the PEP.

### 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.

## Service Level Agreement (SLA)

\*\*If this section is not applicable to this RFP, insert the following sentence: \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*SLAs are the agency’s way to set expectations AND to obtain credits from a contractor that doesn’t deliver according to this agreement, in the form of liquidated damages. It’s a powerful tool.

BUT TAKE NOTE: If you use an SLA to assess liquidated damages, and your agreement is audited, you WILL be subject to audit findings if you do not manage the contractor to the SLA described and make attempts to collect liquidated damages!

SLAs are only effective if they explicitly identify, measure and report the behavior for which liquidated damages will be applied. If it can’t be measured and reported, then it will not be an effective SLA.

DoIT recommends contacting ITPO early for help in authoring SLAs appropriate for your situation. \*\*

\*\*Instruction:

Describe the basic SLA expected from the TO Contractor. Adjust as appropriate for your RFP. Each metric must have the ability to be measured.

Agencies may allow Master Contractors to propose an SLA model.

The SLA may also be used (and even defined) in a work order – contact DoIT for help writing this section if this is the case. \*\*

#### Service Level Agreement Liquidated Damages

Time is an essential element of the RFP and it is important that the work be vigorously prosecuted until completion. For work 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.

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.

\*\*In order to use the next two sentences, a help desk and help desk ticketing requirements must be defined in the RFP\*\*

A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the System operation that is not an enhancement request.

“Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is properly resolved. Section 3.x.x.x (x) defines emergency, high, normal and low priority. \*\*If you use this definition, you must include requirements for help desk tickets and a time-stamp on those tickets in your requirements section. You also need to make sure that 3.6.8.6 includes definitions for those tickets. If you choose not to request a formal ticketing system with date and timestamps, you need to consider how you will accurately measure problem response and/or resolution time. \*\*

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, Price Sheet.

#### SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the <<**Pick one:** Transition-In Period **OR** implementation **OR** some definition that you have defined.>>. TO Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

#### Service Level Reporting

The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available \*\*when? At the same time every month but let Contractor set the date? \*\*

\*\*Measurements do not have to be by month, although the default language in this section is by month. Tailor the time period appropriate to your needs --- but do verify all instances of “monthly” in this Section 2.6.8 are appropriate. \*\*

The Contract Manager or designee will monitor and review Contractor performance standards on a <<monthly, daily, quarterly, bi-weekly>> basis, based on Contractor-provided reports for this Contract. The Contractor shall provide a monthly summary report for SLA performance via e-mail to the Contract Manager.

If any of the performance measurements 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.

#### 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. In the result of a catastrophic failure affecting <<all services OR the entire System>>, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were $100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be $4,000, and the State would pay a net Monthly Charge of $96,000.

#### Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

#### Service Level Measurements Table (System performance)

The Contractor shall comply with the service level measurements in the following table:

\*\*Select a SUBSET of the service measurement tables below and tailor the ones you select to match your need. Add other metrics suitable for your RFP.

Important! It’s better to have a few metrics with a higher percentage liquidated damages than to have a large number of metrics with low liquidated damages. Tailor ALL service level metrics to your needs. \*\*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Service Requirement | Measurement | Service Level Agreement | SLA Credit |
| 1 | Problem Response Time – High  | Average Response Time for High Priority Problems.  | 98% <15 minutes | 1% |
| 2 | Problem Response Time - Normal | Average Response Time for Normal or Low Priority Problems | 98% <2 hours | 1% |
| 3 | Problem Resolution Time - High | Resolution Time for each High Priority Problem | 98% <4 hours | 1% |
| 4 | Problem Resolution Time - Normal | Resolution Time for Normal Priority Problems  | 98% <24 hours | 1% |
| 5 | Problem Resolution Time - Low | Resolution Time for Low Priority Problems | 98% <72 hours | 1% |
| 6 | Scheduled Downtime/Maintenance | Scheduled maintenance and downtime shall only occur during non-business hours\*. The Contractor shall provide 14 calendar days’ notice prior to any scheduled downtime.  |  <6 hours each month | X% |
| 7 | Service Availability | All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.  | <99.5% | X% |
| 9 | Disaster Recovery | Contractor shall provide recovery and continuity of operations within X hours of a System/network failover.  | <xx hours | X% |
| 10 | Notification of Security Incident | Notification of a Security Incident within xx minutes of occurrence |  | X% |
| 11 | Security Incident Reporting | Security incident reporting requirement in xx minutes or xx hours | <xxhours | X% |
| 12 | Escrow Update | Update escrow within xx days of a change. Failure to update escrow | <xx days | X% |

\*Business hours for the State are 8-5pm Monday-Friday.

#### Problem Response Definitions and Times

1. The Contractor shall meet the Problem response time and resolution requirements.
2. The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

| Service Priority | Response Time | Resolution Time | Response Availability | Work Outage  | Users Affected |
| --- | --- | --- | --- | --- | --- |
| Emergency | Less than 15 minutes | Within 2 hours of first report | 24 hours per day, seven days per week | Major portions of the System are inaccessibleSystems or users are unable to work, or to perform some portion of their job. | Users or internal System functionalities are impaired. To include Claimants and Employers. |
| High | Less than 30 minutes | Within 4 hours after first report | •24 hours per day, seven days per week  | Major portions of the System are inaccessibleSystems or users are unable to work, or to perform some portion of their job. | Affects the majority of users to include public facing users (Claimants & Employers)Affects high profile users (i.e. executive management)  |
| Normal | Within 2 hours | Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.  | Mon-Fri, 7AM-7PM | Specific non-critical features are not operating as specifiedSystems or users are unable to perform a small portion of their job, but are able to complete most tasks.  | Affects a number of users |
| Low | Within 2 hours | Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Fri, 7AM-7PM | Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.  | Affects a number of users |

#### Service Level Measurements Table (Help Desk Calls)

\*\*Use these metrics when you will have a lot of help desk volume. This table isn’t appropriate for most TORFPs. \*\*

| Measurement  | **Description** | Performance Standard | SLA credit |
| --- | --- | --- | --- |
| 1. Service Level (SL)
 | The service level (SL) quantifies the percentage of calls (X%) answered within a target timeframe (typically within Y seconds). Service levels are to be measured by half-hour or hour increments and reported on a monthly basis. | 85% of calls are to be answered within 20 seconds. 100% of all calls are to be answered within 30 seconds.This metric does not apply to calls that are fully serviced or abandoned in the IVR or an Automated Attendant.  | X% |
| 1. Average Speed of Answer (ASA)
 | The average speed of answer (ASA) determines how quickly a call is answered within a target timeframe from the time the call enters the IVR system to the time a live call CSR answers the call. ASA levels are to be measured by half-hour or hour increments and reported on a monthly basis. | seconds | X% |
| 1. In queue or on-hold time
 | Hold times for all callers, including Limited English Proficient. If hold time will be greater than 2 minutes, the caller should be able to leave a message to be called back by a CSR.  | < 120 seconds in queue or on hold AND95% of all call backs made within 8 business hours. | X% |
| 1. Abandoned Call Rate (ACR)
 | The abandonment rate is the percentage of all callers (X%) that hang up once in the IVR queue within a target timeframe. The abandonment rate is measured either in real time or hourly and shall be reported on a monthly basis. Calls abandoned by the caller within 5 seconds are excluded from the ACR calculation. | 5% X% | X% |
| 1. Busy Signal
 | The percentage of calls unable to get through and receive a busy signal.  | < 2% | X% |
| 1. Data Capture Rate
 | The acceptable minimum rate for capturing data on incoming calls. Data Capture on calls includes Call Center statistics, Customer Ticket Tracking database information, and agency database information collection (e.g. - –egistries).  | > 90% | X% |
| 1. ACD Performance Complaints
 | The number of callers complaining about Call Center service expressed as a percentage of all calls, as documented by call center tickets for individual case tickets. (Repeat complaints regarding the same incident will not be considered an additional incident.). | < 1% | X% |
| 1. e-mail response
 |  | 99% of all e-mailed inquiries receive a response within 8 business hours. |  |

## Deliverables

\*\*Adjust the standard language for your RFP.

Agencies must remain cognizant that acceptance of a deliverable in order to facilitate payment to a Contractor leaves the Agency with limited recourse if the deliverable is sub-par.

If needed, leverage DoIT expertise during deliverable review to assess the quality of a deliverable. To make this work do the following:

Use a Fixed Price contract based on deliverables when possible.

Clearly link deliverables to requirements.

Consolidate all deliverables into the deliverable table from across the entire RFP with concise, fact based acceptance criteria that make it easy to determine when the deliverable meets your quality standard.

Link deliverables to the pricing table, so the “price to be paid” when the deliverable is approved is clear. You can link some deliverables together for payment purposes, but they all need to be delivered at about the same time, so they can be invoiced together.

Use the deliverable acceptance form to formally approve each deliverable, so there is no ambiguity about when the deliverable is approved.

If there is a chance that the deliverable will need to be updated at a later time, be sure to put words in the requirements that state that the contractor is responsible for updating the document as needed.]

For SaaS and IaaS, deliverables would include anything produced during the Startup period and monthly reports. \*\*

### Deliverable Submission

\*\*Carefully read the boilerplate below for applicability to this RFP. If you specify that certain paperwork must be completed, then it can be an audit finding if the RFP is not run according to the defined expectations. \*\*

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

#### For every deliverable, the Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment R, to the Contract Manager in MS Word (2007 or greater).

#### Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the Contract Manager’s discretion, the Contract Manager may request one hard copy of a written deliverable.

#### 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.

#### 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 3.9.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.9.3.

### Deliverable Acceptance

#### 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 3.9.4 Deliverable Descriptions/Acceptance Criteria.

#### 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.

#### 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 3.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

#### 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.

### Minimum Deliverable Quality

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

1. Each deliverable shall meet the following minimum acceptance criteria:
2. Be presented in a format appropriate for the subject matter and depth of discussion.
3. Be organized in a manner that presents a logical flow of the deliverable’s content.
4. Represent factual information reasonably expected to have been known at the time of submittal.
5. In each section of the deliverable, include only information relevant to that section of the deliverable.
6. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
7. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
8. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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.

### Deliverable Descriptions / Acceptance Criteria

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

\*\*Identify every deliverable expected from your Contractor. Historically, RFPs have not precisely defined each deliverable expected of the Contractor, leading to unmet expectations and/or change orders.

Deliverables may include: routine reports, regular meetings, software, hardware, management plans, code, schedules, demonstrations and other items. Beyond tangible deliverables like documents or software applications, include less tangible but still measurable deliverables like work performance.

Recommendations:

 1. Number and describe the deliverables required under this RFP.

 2. Include acceptance criteria, and expected frequency of update (project schedules and risk lists especially).

 3. Trace deliverables to the requirements.

 4. Describe acceptance criteria, meaning the measurement or demonstration / test by which the deliverable will be accepted or rejected.

 5. Tie deliverables to payments in the Price Sheet (multiple deliverables can be grouped together).

Note – Timeframes for deliverables should be proposed by Contractors in their Technical Proposals (See Section 4.4 Technical Proposal). Agencies should set overall expected time frames for completing all deliverables, e.g., “within 18 months,” but should allow flexibility for individual deliverables. \*\*

\*\*For staff augmentation RFPs, do not expect all deliverables to be listed in the deliverables table. There should be sufficient requirements to describe the job expectations, and include here typically status reports and maybe one or two other key deliverables.

Requirements of staff augmentation should clearly have “other duties as assigned” including “documentation as directed by the Agency” \*\*

|  |  |  |  |
| --- | --- | --- | --- |
| ID # | Deliverable Description | Acceptance Criteria | Due Date / Frequency |
| 3.9.4.1 | Integrated Project Schedule | Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours. Initial Delivery: NTP+ xxxUpdates: Weekly | Initial Delivery: NTP+ xxxUpdates: Weekly |
| 3.9.4.2 | Deliverable B |  |  |
| 3.9.4.3 | Deliverable C |  |  |
|  | Add rows as needed |  |  |

## Work Order Process

\*\*If this section is not applicable to this RFP, insert the following sentence. Some agencies use the term “Task Order” for this section as well. \*\*

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

\*\*Describe the work order process.

A work order process may be used to expand the activities performed under the RFP as long as it is within the overall scope of work described within the RFP. A work order may be T&M or fixed price, as appropriate for your RFP. A work order may also be for a specific set of work or for a resource (when the RFP is used more in line as a staffing model) However, if you anticipate using the RFP for T&M work orders, the price sheet (Attachment F) MUST have labor categories and rates. Rates must be determined at RFP issuance. Strike references to a time and material Work Order in paragraph A if the price sheet will not include pricing options for T&M. \*\*

1. Additional <<**PICK ONE or both** services and resources>> will be provided via a Work Order process. . Work shall not begin in advance of a fully executed Work Order. 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.
2. The Contract Manager shall e-mail a Work Order Request (See Attachment S) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
3. Technical requirements and description of the service or resources needed
4. Performance objectives and/or deliverables, as applicable
5. Due date and time for submitting a response to the request, and
6. Required place(s) where work must be performed
7. The Contractor shall e-mail a response to the Contract Manager within the specified time and include at a minimum:
8. A response that details the Contractor’s understanding of the work;
9. A price to complete the Work Order Request using the format provided in Attachment S.
10. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment F.
11. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
12. State-furnished information, work site, and/or access to equipment, facilities, or personnel
13. The proposed personnel resources, including any subcontractor personnel, to complete the task.
14. For a T&M Work Order, the Contract Manager will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Manager will review the response and will confirm the proposed prices are acceptable.
15. The Contract Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order s appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
16. Proposed personnel on any type of Work Order shall be approved by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. 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.
17. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Manager for such Work Order.

## Insurance Requirements

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

\*\*If this section is not applicable to this RFP, insert the following sentence: \*\*

### Insurance shall be provided as specified in the Contract (Attachment A).

\*\*The insurance requirements and minimums stated below are general examples, and may not reflect the necessary requirements and minimums for your Scope of Work. Some of the insurance requirements and minimums below may place an undue burden on the Contractor and its subcontractors, or may not be necessary for the types of services to be provided. Research sample insurance requirements for the relevant service industry in order to fine-tune these requirements and minimums for your particular Scope of Work requirements. \*\*

### The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.11 “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.

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

#### 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.

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

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

#### Cyber Security / Data Breach Insurance - The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars ($10,000,000) 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. \*\*Remove if no PII, PHI, or other Sensitive Data in this RFP\*\*

#### 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.

#### 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.

### 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.

### 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.

## Invoicing

### All invoices shall be submitted by the Contractor within 30 days of delivery of products/services and shall include, at the minimum, the following information:

1. Name and address of the Department or Agency being billed
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 - CD Training @ $100.00 Total $200.00, Installation one-time cost $300.00)
4. Supporting Documentation
5. E-mail address/phone number of Contractor’s POC
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 amount due; and
9. Purchase Order # being billed

### 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. Payment of invoices will be withheld if a signed DPAF (Attachment R)is not submitted.

### Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.9. \*\*Remove if payment is not by deliverable\*\*

### 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.

### Invoicing shall be submitted monthly.

### TIME SHEET SUBMISSION AND ACCEPTANCE \*\*Remove sub-section if not applicable for requirements or Work Orders\*\*

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 Contract.

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

1. Title: “Time Sheet for xxxxx”
2. Issuing company name, address, and telephone number
3. For each employee /resource:
4. Employee / resource name
5. 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.
	* 1. Tasks completed that week and the associated deliverable names and ID#s
		2. Number of hours worked each day
		3. Total number of hours worked that Period
		4. Period variance above or below 40 hours
		5. Annual number of hours planned under the Contract
		6. Annual number of hours worked to date
		7. Balance of hours remaining
		8. Annual variance to date (Sum of periodic variances)
6. Signature and date lines for the Contract Manager
7. Time sheets shall be submitted to the Contract Manager prior to invoicing. The Contract Manager shall sign the timesheet to indicate authorization to invoice.

### T&M INVOICE SUBMISSION PROCEDURE \*\*Remove sub-section if not applicable for requirements or work orders\*\*

1. This procedure consists of the following requirements and steps:
2. A proper invoice shall identify <<DEPARTMENT OR AGENCY ACRONYM>> as the recipient and contain the following information: date of invoice, Contract number, deliverable description, deliverable number (e.g.,“3.8.4.1.”), period of performance covered by the invoice, a total invoice amount, and a Contractor point of contact with telephone number.
3. The Contractor shall send / e-mail the original of each invoice and signed DPAF, for each deliverable being invoiced to <<DEPARTMENT OR AGENCY ACRONYM>> at e-mail address: List individual, with a copy to the Contract Manager.
4. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### FIXED PRICE INVOICE SUBMISSION PROCEDURE \*\*Remove sub-section if not applicable for requirements or work orders\*\*

1. This procedure consists of the following requirements and steps:
2. A proper invoice shall identify <<DEPARTMENT OR AGENCY ACRONYM>> as the recipient and contain the following information: date of invoice, Contract number, deliverable description, deliverable number (e.g.,“3.8.4.1.”), period of performance covered by the invoice, a total invoice amount, and a Contractor point of contact with telephone number.
3. The Contractor shall send / e-mail the original of each invoice and signed DPAF (Attachment R), for each deliverable being invoiced to the <<DEPARTMENT OR AGENCY ACRONYM>> at e-mail address: List individual, with a copy to the Contract Manager.
4. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date. Any final monthly invoice shall include all charges for data retention.

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

1. The amount invoiced is inconsistent with the Contract.
2. The proper invoice has not been received by the party or office specified in the Contract.
3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
4. The item or services have not been accepted.
5. The quantity of items delivered is less than the quantity ordered.
6. The items or services do not meet the quality requirements of the Contract
7. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
8. 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.
9. 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.

## SOC 2 Type II Audit Report

\*\*Any system that meets BOTH: a) NO data that is sensitive or confidential, or b)is not considered mission critical to the agency does NOT require a SOC 2 TYPE II Audit Report.

If you are unfamiliar with the purpose and function of a SOC 2 Type II Report, DoIT strongly recommends contacting DBM for guidance and reviewing DBM’s Outsourcing Procurement Reference Guide.

If you determine that a Contractor SOC 2 Type II Report is not required for this Contract, enter only the following sentence for this section and delete the rest. Keep the heading to preserve section numbering in the remainder of the document. \*\*

A SOC 2 Type II Report is not a requirement for this Contract.

\*\*A SOC2 Type II Report is an assessment process standardized by the American Institute of CPAs (AICPA) for examining and assessing the operational and compliance controls implemented by a service provider. If the service or product being outsourced is critical to the agency’s mission and/or the information and data processed is sensitive and must be protected, then a SOC report provides an effective means of determining whether the service provider’s control environment over this service or process is adequate. A SOC2 Type II report is a third party report suitable when the Contractor performs direct processing, transformation, or storage of sensitive, confidential or mission-critical data. It’s a standard review of practices and procedures to provide some assurance that sensitive or confidential data is being properly handled. Under the circumstances when this is needed, State auditors are looking for this in the procurement. While SOC2 Type II audit reports are an industry standard and have been around for a while, it is not yet universally provided by service providers.

Include the following SOC 2 Type II Report clause when the Contractor will collect, process, transmit, store, organize, maintain, or dispose of critical or sensitive information on behalf of the Department or Agency as part of its Contract responsibilities.

Note that the language below includes decisions that the program needs to make about the scope of the third party audit report.

Examples of critical or sensitive information processes may include but are not limited to the following:

1. Account Receivable or Fee Payment Processing Services
2. Call Center or Help Desk Services
3. Collection Agency Services
4. Information System Hosting or System Services
5. Management or Cloud Computing Services
6. Medical or Insurance Claims Processing Services
7. Payroll Processing Services
8. Printing and Mailing Processing Services
9. Records Retention Services\*\*

### This clause applies to the Contractor and Subcontractors who host the implemented <<name of system>> System for the State. The Contractor and/or Subcontractors who provide services that handle Sensitive Data (see Handle definition in 1.2) for the <<name of system>> System 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.

### 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 or Agency’s critical functions, which is identified as <<refer to scope of work to insert name of service/system provided under Contract>> 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 or Agency, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

#### 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 <<Insert date e.g., September 1>> for the preceding calendar year.

#### 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: ***<<*** \*\*DEPARTMENT OR AGENCY MUST CHOOSE WHICH OF THE FOLLOWING TRUST SERVICE PRINCIPLES ARE APPROPRIATE TO ADDRESS THE ASSESSED OUTSOURCED RISK -Processing Integrity, Security, Availability, Confidentiality, and/or Privacy ***>>*** 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 3.4.

\*\*The procuring department should understand that a SOC 2 Report audit will rarely require that all five trust principles be included in the audit scope. The procuring department should consult with their Chief Information Officer or a director of internal audits or office of inspector general for advice in determining which trust principles are applicable for your Contract)

NOTE: if Section 1.37 Non-Disclosure Agreement is required for this solicitation, then the trust service principle, Confidentiality, must be included as one of the trust principles selected for the SOC 2 Report audit. This is because Attachment J containing the Non-Disclosure Agreement specifies that all data provided by the State is to be considered confidential and, thus, controls over this confidentiality must be assessed. \*\*

#### 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.

#### 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 or Agency under the Contract. The Contractor shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.

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

#### 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.

#### 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.

#### 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 or Agency under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department or Agency 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.

#### If the Contractor and/or Subcontractors fail during the Contract term to obtain an annual SOC 2 Report by the date specified in 3.13.2.1, the Department or Agency 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 or Agency will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

\*\*As currently written in this RFP, the Service Provider’s EULA and AUP are only required for purposes of supporting the SOC 2 Type II audit. However, if this RFP is for cloud services, this language may need to be expanded. \*\*

## Ordering and Delivery

\*\*If an order and delivery procedure is required, see the standard IFB template. If not required, you may delete this entire subsection. \*\*

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# PROPOSAL FORMAT

## Two-Part Submission

Offerors shall submit Proposals in separate volumes:

a) Volume I – TECHNICAL PROPOSAL

b) Volume II – FINANCIAL PROPOSAL

## 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).**

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

### 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:

#### 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.

#### 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”).

#### 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:

1. Name and address of the Offeror;
2. Name, title, e-mail address, and telephone number of primary contact for the Offeror;
3. Solicitation Title and Solicitation Number that the Proposal is in response to;
4. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
5. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual’s Social Security Number (SSN);
6. Offeror’s eMM number;
7. Offeror’s MBE certification number (if applicable);
8. 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
9. Acknowledgement of all addenda to this RFP issued before the Proposal due date.

#### 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.

#### 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.”

#### Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

1. The Offeror shall address each Scope of Work requirement (Section 3) 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). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible. The response shall address each requirement in Section 3 of this RFP in order, and shall contain a cross reference to the RFP requirement.
2. 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.
3. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP.
4. 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 3.7. \*\*Delete if this was removed from Section 3.7\*\*
5. \*\*add any additional items for Offerors to address or include in their Proposals that are specific to your RFP. \*\*

#### 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.

#### 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:

1. The number of years the Offeror has provided the similar services;
2. The number of clients/customers and geographic locations that the Offeror currently serves;
3. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
4. The Offeror’s process for resolving billing errors; and
5. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

#### References (Submit under TAB H)

\*\*Confirm the quantity and recentness of the references are not too restrictive for the products/services sought\*\*

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:

1. Name of client organization;
2. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
3. Value, type, duration, and description of products/services provided.

The Department or Agency 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.

#### 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:

1. The State contracting entity;
2. A brief description of the products/services provided;
3. The dollar value of the contract;
4. The term of the contract;
5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
6. 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.

#### Financial Capability (Submit under TAB J)

\*\*Note to procurement authors: Financial Capability is used to determine responsibility. Often the procurement officer doesn’t have the background to adequately assess whether financial capability is sufficient. Determine whether this is appropriate based on size of purchase, type of purchase, whether it’s a long-term contract for which financial viability is more critical.

If References are not desired, keep the section heading and insert “Financial Statements are not required for this RFP.” \*\*

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:

1. Dunn and Bradstreet Rating;
2. Standard and Poor’s Rating;
3. Lines of credit;
4. Evidence of a successful financial track record; and
5. Evidence of adequate working capital.

#### 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 3.11. See Section 3.11.11 for the required insurance certificate submission for the apparent awardee.

#### 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.

#### Legal Action Summary (Submit under TAB M)

This summary shall include:

1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
2. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
3. 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
4. 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.

#### Economic Benefit Factors (Submit under TAB N)

\*\*This section is optional. If you remove it, check for any cross references to subsequent sections that need to be renumbered. \*\*

1. 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).
2. 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.
3. 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.
4. 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.
5. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:
6. generic statements that the State will benefit from the Offeror’s superior performance under the Contract;
7. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
8. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.
9. 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.
10. 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:
11. 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**;
12. 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;
13. 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;
14. Subcontract dollars committed to Maryland small businesses and MBEs; and
15. 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.

### 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.

\*\*Remove any that do not apply from the list, add any specific to this RFP\*\*

1. Completed Bid/Proposal Affidavit (Attachment B).
2. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).
3. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
4. Completed Federal Funds Attachment (Attachment H).
5. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
6. Completed Mercury Affidavit (Attachment L)
7. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (Attachment M-1)
8. Completed Location of the Performance of Services Disclosure (Attachment N).
9. Proposal/Bid bond (Attachment T)
10. Labor Classification Personnel Resume Summary (Attachment Q)

### 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.

#### 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),

#### \*\*If this RFP is not for cloud services (including SaaS), delete the following paragraph\*\* Copy of the AUP for each organization, including subcontractors, proposed to perform services under this Contract.

## Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F. The Offeror shall complete the Price Sheet only as provided in the Price Sheet Instructions and the Price Sheet itself.

## Proposal Packaging

\*\*Pick one:

Option 1. For electronic submission use the following instruction, but remember you cannot refuse paper submissions so the paper instructions are still appropriate even for a planned e-mail submission. \*\*

***<<DEPARTMENT OR AGENCY ACRONYM>> strongly desires e-mail delivery of Proposals***.

### 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 <<Solicitation Number>> - <<Solicitation Title>> and Volume II - Financial Proposal for <<Solicitation Number>> - <<Solicitation Title>> respectively. Each e-mail shall contain the submission documents detailed in section 4.

### 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”).

### The Financial Proposal e-mail shall include one file attachment containing all submission documents detailed in section 4.3, with password protection. <<DEPARTMENT OR AGENCY ACRONYM>> 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.

### ***<<***DEPARTMENT OR AGENCY ACRONYM>>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.

### An Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

\*\*Option 2. For Paper Submission use the following instructions and delete Option 1. \*\*

### Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and <<four (4)>> copies. Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:

1. The RFP title and number,
2. Name and address of the Offeror, and
3. Closing date and time for receipt of Proposals

### An electronic version of the Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original Technical Proposal. A second electronic 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”). **Provide no pricing information on the media submitted in the Technical Proposal (Volume 1). Include pricing information only in the Financial Proposal media (Volume II).**

### An electronic version of the Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007 or greater) must be enclosed with the original Financial Proposal. 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”).

### Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

### All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

## Proposal Delivery

\*\*Choose the Option below that best suits this RFP. \*\*

### Offerors may submit proposals by hand, by electronic means, or by mail as described below to the address provided in the Key Information Summary Sheet.

1. ***Delete this paragraph if e-mail Proposal submission is not accepted.*** 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 Word and PDF formats ***insert “Excel format” if used on this RFP***. Any single e-mail must be no more than <<xx>> Mb in size (See Sections 4.4 for additional labeling and packaging instructions).
2. ***Delete this paragraph and paragraph C if paper submission is not desired.*** For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department or Agency recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department or Agency. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
3. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

\*\*For all submissions retain the following instructions\*\*

### 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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# EVALUATION CRITERIA AND PROCEDURE

## 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 Department or Agency reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

## 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.

\*\*The Technical Criteria listed below are generic samples, matched to the Technical Proposal requirements in Section 4 of this template. You are free to revise these and include additional, more specific Evaluation Criteria, but if you choose to do so, make sure you reference particular RFP sections, as in the samples below. \*\*

### 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.

### Experience and Qualifications of Proposed Staff (See RFP § 4.2.2.7)

### Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 4.2.2.8 – 4.4.2.14)

### Economic Benefit to State of Maryland (See RFP § 4.2.2.15)

\*\*Add appropriate additional evaluation criteria, perhaps including one or more of: \*\*

### Technical Risk of Migration

### Maturity of DR/Security model

## Financial Proposal Evaluation Criteria

### 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 - Price Sheet.

### For proposals submitted via e-mail, <<DEPARTMENT OR AGENCY ACRONYM>> will contact Offerors for the password to access financial proposal data. <<DEPARTMENT OR AGENCY ACRONYM>> 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.

## Reciprocal Preference

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

#### 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.

#### The other state gives a preference to its resident businesses through law, policy, or practice; and

#### The preference does not conflict with a Federal law or grant affecting the procurement Contract.

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

## Selection Procedures

### General

#### 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.

#### 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.

### Selection Process Sequence

#### 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.

#### 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.

#### 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.

#### 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.

#### 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).**

### 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 <<\*\*pick one\*\* equal weight with/greater weight>> than financial factors.

## 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:

\*\*Delete items from list that are not applicable\*\*

1. Contract (Attachment A),
2. Contract Affidavit (Attachment C),
3. MBE Attachments D-2, D-3A, D-3B, within ten (10) Working Days,
4. MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,
5. Non-Disclosure Agreement (Attachment J),
6. HIPAA Business Associate Agreement (Attachment K),
7. VSBE Attachments M-2 and M-3,
8. DHR Hiring Agreement, Attachment O, and
9. Evidence of meeting insurance certificate requirements (See Section 3.11.9)
10. Performance Bond (See Section 1.49) \*\*remove if not part of this RFP\*\*
11. Payment Bond (See Section 1.50) \*\*remove if not part of this RFP\*\*
12. PEP (See Section 3.7), within ten (10) Working Days \*\*remove if not part of this RFP\*\*
13. Fully executed Escrow Agreement within <<xx>> days \*\*remove if not part of this RFP\*\*

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RFP ATTACHMENTS

**ATTACHMENT A – Contract**

This is the sample contract used by the Department or Agency. 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 – Financial Proposal Instructions and Price Sheet**

The Price Sheet 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 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 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 – Proposal/Bid Bond**

If required (See Section 1.47), this Attachment is to be submitted for providing a Proposal/Bid Bond for this RFP. Submit as instructed in RFP.

**ATTACHMENT U – Labor Categories**

If required, this Attachment describes labor categories available for use on this Contract.

\*\*Insert any additional Attachments that are necessary for your solicitation and referenced in the Section Scope of Work, starting with Attachment P. \*\*

1. CONTRACT

<<DEPARTMENT OR AGENCY NAME>> (<<DEPARTMENT OR AGENCY ACRONYM>>)

“<<Solicitation Title>>”

<<Solicitation Number>>

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and, on behalf of the STATE OF MARYLAND, the MARYLAND <<DEPARTMENT OR AGENCY NAME>> (<<DEPARTMENT OR AGENCY ACRONYM>>).

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 available on-line at www.dsd.state.md.us.

1.2. “Contract” means this contract for <<Solicitation Title>>.

1.3. “Contractor” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose principal business address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.4. “Contract Manager” means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the Department or Agency.

1.5. “Department or Agency” means the <<DEPARTMENT OR AGENCY NAME>> (<<DEPARTMENT OR AGENCY ACRONYM>>).

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 Department or Agency.

1.10. “Proposal” collectively refers to the Technical Proposal and Financial Proposal.

1.11 “RFP” means the Request for Proposals for <<Solicitation Title>>, Solicitation # <<Solicitation Number>> and any amendments thereto issued in writing by the State.

1.12 “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. \*\*Remove definition if software is not applicable to this Contract.\*\*

1.13. “State” means the State of Maryland.

1.14. “Technical Proposal” means the Contractor’s technical proposal dated\_\_\_\_.

1.15. “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.

2. Scope of Contract

2.1. The Contractor shall provide products and services as described in the RFP \*\*write out a brief abstract from the statement of work 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 C, 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 Proposal.

\*\*If this RFP is not for cloud services, delete the following paragraph.\*\*

Exhibit D –Service Provider’s Terms of Service (TOS) dated \_\_\_\_\_\_\_\_\_\_\_

3. Period of Performance

3.1. The Contract shall start as of the date of full execution by the parties. From this date, the Contract shall be for a period of <<number of periods in the base term of Contract in the format one (1) >> years beginning <<anticipated Contract start date>> and ending on <<anticipated end date of base term of Contract>>.

3.2. The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.

3.3. Audit, confidentiality, document retention, Work Product (see §5.2) retention, warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

3.4. In its sole discretion, the Department or Agency shall have the right to exercise an option to extend the Contract for << enter the number of periods >>, <<enter the length of the period>> - <<select either year(s), month(s), or day(s)>> renewal periods. ***If there are no option periods, delete this paragraph in its entirety.***

4. Consideration and Payment

4.1. In consideration of the satisfactory performance of the Contract, the Department or Agency shall promptly process a proper invoice for payment in accordance with the terms of this Contract.

4.2. 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 portion may not exceed $<<enter the Not to Exceed amount>> (the “NTE Amount”).  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 4.2; (ii) promptly consult with the Department or Agency and cooperate in good faith with the Department or Agency to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure data bases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.3. 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 to 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: <<enter the Contractor Tax ID number>>.  The Contractor’s eMM identification number is <<enter the Contractor’s eMM ID number>>. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department’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

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

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 Department or Agency at any time. The Department or Agency 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 at all times during the term of this Contract and thereafter, the 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, on behalf of itself and any third-party licensors, to the State 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 Agency 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. 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. 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.

5.6. 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 in accordance with its rights under this Contract; (b) replace the item 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 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.

5.7. 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.

5.8. 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.

5.9. 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.

5.10. The Contractor shall report to the Department or Agency, 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. Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability for tangible property damage, bodily injury and death, and for fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

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 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

\*\*Carefully calculate the dollar amount based on the total value of the Contract, or enter a multiple of the Contract value below.\*\*

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 \*\*If a calculated amount is to be used enter the following: <<enter liability amount in the format “twenty-five million dollars ($25 Million)”>> for the base five-year period and shall not exceed <<enter liability amount>> for each optional renewal five-year period out of which the claim arises.] [If a multiple is to be used, enter the following statement: << enter a number representing the multiple value chosen>> times the 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 all Subcontractors shall be held to be agents of Contractor.

8. Prompt Pay Requirements

\*\*If prompt pay requirements do not apply to this Contract, use the statement immediately below.\*\*

Prompt pay does not apply to this Contract.

\*\*If prompt pay requirements apply to this Contract, delete the statement above and retain the following:\*\*

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; or

(e) 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 Department or Agency 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 Department or Agency and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the Department or Agency.

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, subject to the State’s payment for the same in accordance with the terms of this Contract.

10. Source Code Escrow

\*\*Remove the paragraphs below if not pertinent to this Contract. Do NOT remove the heading so cross references throughout are not impacted.

If source code escrow requirements do not apply to this Contract, delete paragraphs 10.1 through 10.4 and use the statement immediately below. \*\*

Source code escrow does not apply to this Contract.

\*\*If source code escrow requirements apply to this Contract, delete the above statement and retain paragraphs 10.1 through 10.4. \*\*

10.1. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the Contractor and an escrow agent (“Escrow Agent”) within <<xxx>> days of the date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor’s confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.

10.2. In the event that the Escrow Agent either ceases providing escrow services to Contractor or Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to Section 10.1 above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.

10.3. Contractor shall inform the State of the availability of an escrow for any third party software solutions it provides to the State.

10.4. In addition to the rights and obligations contained in the Escrow Agreement referenced in Section 10.1, the State shall have the Software Escrow Package released by the Escrow Agent to the State’s possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor’s dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor’s discontinuance of support or failure to support in accordance with this Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

11. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating 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.

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 Department or Agency 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 Department or Agency 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 Department or Agency'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. 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)

[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 Department or Agency may withhold payment of any invoice or retainage. The Department or Agency 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 State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement 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 the services provided 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

\*\*If this Contract does not involve MBE participation, use the following statement and delete the remainder of this section and subsections, but retain the paragraph heading. \*\*

There is no Minority Business Enterprise subcontractor participation goal for this Contract.

\*\*If there is a MBE goal for this solicitation, enter and complete the following language for this section: \*\*

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

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.

* + 1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $<<insert value>> per day until the monthly report is submitted as required.
		2. 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): $<<insert value>> per MBE subcontractor.
		3. 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.
		4. 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.
		5. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: $<<insert appropriate rate following calculation  instructions from GOMA>> 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 Department or Agency may, consistent with COMAR 21.11.03.13, take the following measures:

1. 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:
				1. The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
				2. 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.
2. If the Department or Agency determines that the Contractor is not in compliance with certified MBE participation goals, then the Department or Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.  Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
3. If the Department or Agency determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department or Agency requires, then the Department or Agency 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, and property and casualty 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 Contract term, and any applicable renewal periods, 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 35 days in advance 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 named insured on the property and casualty policy and as required in the RFP.

16.16. Veteran Owned Small Business Enterprise Participation

\*\*If this Contract does not include VSBE participation, use the following statement and delete the remainder of this section and subsections, but retain the paragraph heading above. \*\*

There is no VSBE subcontractor participation goal for this procurement.

\*\*If the Contract does include VSBE participation, delete the statement above and retain the sub-paragraphs below. \*\*

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 agency information security policy, currently found at http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf.

16.17.2. The Contractor agrees to notify the Department or Agency 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 Department or Agency 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, Department or Agency chief information officer and Department or Agency chief information security officer.

16.17.4. The Contractor agrees to notify the Department or Agency within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the Department or Agency's data.

16.17.5. If an unauthorized use or disclosure of any personally identifiable information (PII), protected health information (PHI) or other private/confidential data (collectively “Sensitive Data”) occurs, the Contractor must provide written notice to the Department or Agency within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or State Department or Agency) requests concerning such unauthorized use or disclosure.

16.17.6. The Contractor, within one day of discovery, shall report to the Department or Agency 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 agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII 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 Department or Agency) 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. 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

\*\*Procurement Officers: pursuant to COMAR 21.05.08.05, this clause must be included on all IT solicitation contracts: \*\*

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 Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate $200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

16.25. Retention of Records and Audit

16.25.1. The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after close out of this Contract and 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 Department or Agency, 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. This provision shall survive expiration of this Contract.

16.26 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

\*\*If this Contract falls within the mandates of HIPAA, choose only 1 of the following options, otherwise, insert the following language and delete the remaining sub-sections. \*\*

HIPAA clauses do not apply to this Contract.

\*\* (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 Department or Agency 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 Department or Agency 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 Department or Agency 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 Department or Agency.

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 Department or Agency 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 Department or Agency.

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.

17. Administrative Information

17.1. 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.

17.2. 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:

<<Name of Contract Manager>>

<<address>>

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With a copy to:

<<Name of Procurement Officer>>

<<DEPARTMENT OR AGENCY NAME>> (<<DEPARTMENT OR AGENCY ACRONYM>>

<<address>>

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to the Contractor:

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

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

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

Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

CONTRACTOR STATE OF MARYLAND

 <<DEPARTMENT OR AGENCY NAME>> (<<DEPARTMENT OR AGENCY ACRONYM>>)

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

By: By: <<name and title of Department or Agency Head>>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Or designee:

Date

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

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

 Date

Approved for form and legal sufficiency

this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

Assistant Attorney General

\*\*If this solicitation requires BPW approval keep the text below, otherwise delete it. \*\*

APPROVED BY BPW: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

 (Date) (BPW Item #)

1. 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):

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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):

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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).

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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):

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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)

1. 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, §§14 101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/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)

1. MINORITY BUSINESS ENTERPRISE FORMS

If this solicitation does not include a MBE goal (see Section 1.33), enter only the following sentence for this Attachment and delete the rest of these “D” Attachments:

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

If this solicitation does include a MBE goal (see Section 1.33), enter the following language for these Attachments:

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. <<Solicitation Number>>, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)** [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]

 I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_ 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 not 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. <<Solicitation Number>>, 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**Signature of Representative: Printed Name and Title: Firm’s Name: Federal Identification Number: Address:   Telephone:  Date:   | **SUBCONTRACTOR** Signature of Representative: Printed Name and Title: Firm’s Name: Federal Identification Number: Address:   Telephone:  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. <<Solicitation Number>>, 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:  |

MBE ATTACHMENT D-4A MBE Prime Contractor Paid/Unpaid MBE Invoice Report

*This form must be completed monthly by the prime contractor.*

<<Department or Agency Name>>
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** 10**th 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# Amount1.2.3.4.Total Dollars Paid: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | List dates and amounts of any outstanding invoices: Invoice # Amount1.2.3.4.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 or Agency)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mailto:  |

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

 (Required)

Sample MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

*This form must be completed monthly by MBE subcontractor*

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 Date1.2.3.4.Total Dollars Paid: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date1.2.3.4.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 or Agency)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mailto: |

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

 (Required)

MBE Attachment D-4B MBE Prime Contractor Report

<<Department or Agency Name>>
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** 10**th 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 or Agency)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mailto: |

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

 (Required)

MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

*This form must be completed monthly by MBE subcontractor*

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 Date1.2.3.4.Total Dollars Paid: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date1.2.3.4.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 or Agency)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mailto: |

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

 (Required)

1. PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number <<solicitation number>>

<<SOLICITATION TITLE>>

A Pre-proposal conference will be held at <<time >>, on <<date >>, at <<full address of Conference>>. Please return this form by <<date>>, advising whether or not you plan to attend.

Return this form to the Procurement Officer via e-mail or fax:

 << Procurement Officer Name>>

 <<Department or Agency ACRONYM>>

 <<address of Procurement Officer>>

 E-mail: <<e-mail address of Procurement Officer>>

 Fax #: <<fax number of Procurement Officer>>

 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)

 <<INSERT DIRECTIONS TO PREPROPOSAL CONFERENCE >>

1. 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 Price Sheet have been prepared. Offerors shall submit their Financial Proposal on the Price Sheet in accordance with the instructions on the Price Sheet and as specified herein. Do not alter the Price Sheet or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Price Sheet is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Sheet.***

***The Price Sheet is used to calculate the Offeror’s TOTAL EVALUATED PRICE. Follow these instructions carefully when completing your Price Sheet:***

***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 Price Sheet 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 Price Sheet, nothing shall be entered on or attached to the Price Sheet 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 Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. 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 Price Sheet.***

***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 Price Sheet are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department or Agency 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.***

Add additional instructions as needed to assist Offerors in the completion of the Price Sheet. Also, validate that the instructions above are appropriate for the type of prices being solicited. If inappropriate, delete any conflicting instructions as necessary.

ATTACHMENT F – PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR RFP # <<Solicitation Number>>

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP.

| **Job Title from RFP** | **Labor Category Proposed by Contractor** | **Hourly Labor Rate(A)** | **Total Class Hours(B)** | **Subtotal Proposed RFP Price(C)** |
| --- | --- | --- | --- | --- |
| **Year 1**  |  |  |  |  |
| <Job Title 1> | Insert Labor Category | $ | 2000 | **$** |
| <Job Title 2> | Insert Labor Category | $ | 2000 | **$** |
|  |  | **Evaluated Price Year 1** | **$** |
| **Year 2**  |  |  |  |  |
| <Job Title 1> | Insert Labor Category | $ | 2000 | **$** |
|  <Job Title 2> | Insert Labor Category | $ | 2000 | **$** |
|  |  | **Evaluated Price Year 2** | **$** |
| **Year 3**  |  |  |  |  |
| <Job Title 1> | Insert Labor Category | $ | 2000 | **$** |
| <Job Title 2> | Insert Labor Category | $ | 2000 | **$** |
|  |  | **Evaluated Price Year 3** | **$** |
| **Year 4**  |  |  |  |  |
| <Job Title 1> | Insert Labor Category | $ | 2000 | **$** |
| <Job Title 2> | Insert Labor Category | $ | 2000 | **$** |
|  |  | **Evaluated Price Year 4** | **$** |
| **Year 5** |  |  |  |  |
| <Job Title 1> | Insert Labor Category | $ | 2000 | **$** |
| <Job Title 2> | Insert Labor Category | $ | 2000 | **$** |
|  |  | **Evaluated Price Year 5** | **$** |
| **Total Evaluated Price (Years 1 – 5)** |  | **$** |

|  |  |  |  |
| --- | --- | --- | --- |
|   |   |   |   |
| Authorized Individual Name |   | Company Name |
|   |   |   |   |
| Title |   | Company Tax ID # |
|  |  |  |
|   |   |   |   |
| Signature |   | Date |
|  |  |  |
| The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Contractor to perform under the Contract. |

Price SHEET (Fixed Price) for RFP # <<Solicitation Number>>

Use a variation of the table below if the RFP seeks fixed price deliverable pricing:

|  |  |  |
| --- | --- | --- |
| **Identification** | **Deliverable** | **Proposed Price** |
| # of Deliverable | Title of Deliverable |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Total Proposed Price |  |
|  |  |  |  |
|   |   |   |   |
| Authorized Individual Name |   | Company Name |
|  |  |  |  |
|  |  |  |  |
|   |   |   |   |
| Title |   | Company Tax ID # |
|   |   |   |   |
| Signature |   | Date |

1. 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 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)

1. FEDERAL FUNDS ATTACHMENT

If this solicitation does not include federal funding (see Section 1.35), enter only the following sentence for this Attachment and delete the rest of these “H” Attachments:

This solicitation does not include a Federal Funds Attachment.

If this solicitation does include federal funding (see Section 1.35), enter the following language for these Attachments:

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance,
are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of $300,000 or more ($500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT H-1

U.S. Department of Health and Human Services

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

 (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

|  |  |
| --- | --- |
| Award No. | Organizational Entry |
| Name and Title of Official Signing for Organizational Entry | Telephone No. Of Signing Official |
| Signature of Above Official | Date Signed |

ATTACHMENT H-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|  |  |  |
| --- | --- | --- |
| **1. Type of Federal Action:**a. Contractb. Grant c. Cooperative Agreementd. Loane. Loan guaranteef. Loan insurance | **2. Status of Federal Action:**a. Bid/offer/applicationb. Initial awardc. Post-award | **3. Report Type:**a. Initial filingb. Material changeFor Material Change Only:Year \_\_\_\_\_\_ quarter \_\_\_\_\_\_\_Date of last report \_\_\_\_\_\_\_\_\_ |
| **4. Name and Address of Reporting Entity:**□ Prime □ Subawardee Tier \_\_\_\_\_\_, if known:Congressional District*, if known*: | **5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**Congressional District*, if known*: |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**CFDA Number*, if applicable*: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **8. Federal Action Number, if known:** | **9. Award Amount,** *if known***:**$ |
| 10**. a. Name and Address of Lobbying Registrant***(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):* |
| **11. Amount of Payment** *(check all that apply)*$\_\_\_\_\_\_\_\_\_\_\_\_ □ actual □ planned | **13. Type of Payment** *(check all that apply)* □ a. retainer □ b. one-time  □ c. commission □ d. contingent fee □ e. deferred □ f. other; specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **12. Form of Payment** *(check all that apply)* □ a. cash □ b. in-kind, specify:  nature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**(attach Continuation Sheet(s) SF-LLLA, if necessary) |
| **15. Continuation Sheet(s) SF-LLLA attached:** □ Yes □ No |
| 16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure. | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_ |
| **Federal Use Only** | Authorized for Local ReproductionStandard Form LLL (Rev. 7-97) |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

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| According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. |

ATTACHMENT H-3

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Health Resources and

Service Administration

Rockville, MD 20857

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children’s services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children’s services and that all sub-recipients shall certify accordingly.

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

Signature of Authorized Certifying Individual

1. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

If this solicitation does not require a Conflict of Interest Affidavit and Disclosure (see Section 1.36), enter only the following sentence for this Attachment and delete the rest:

This solicitation does not require a Conflict of Interest Affidavit and Disclosure.

If this solicitation does require a Conflict of Interest Affidavit and Disclosure (see Section 1.36), enter the following language for this Attachment:

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)

1. NON-DISCLOSURE AGREEMENT (CONTRACTOR)

If this solicitation does not require a Non-Disclosure Agreement (see Section 1.37), enter only the following sentence for this Attachment and delete the rest:

This solicitation does not require a Non-Disclosure Agreement.

If this solicitation does require a Non-Disclosure Agreement (see Section 1.37), enter the following language for this Attachment:

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (<<Department or Agency Name>>) (the “Department or Agency”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for <<Solicitation Title>> Solicitation # <<solicitation number>>; 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) that is provided by a person or entity 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 Department or Agency all Confidential Information in its care, custody, control or possession upon request of the Department or Agency 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <<Department or Agency ACRONYM>>

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 andAddress of Individual/Agent | Employee (E)or Agent (A) | Signature | Date |

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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)

1. HIPAA BUSINESS ASSOCIATE AGREEMENT

If this solicitation does not require a HIPAA Business Associate Agreement (see Section 1.38), enter only the following sentence for this Attachment and delete the rest:

This solicitation does not require a HIPAA Business Associate Agreement.

If this solicitation does require a HIPAA Business Associate Agreement (see Section 1.38), enter the following language for this Attachment:

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.**

1. 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.
2. Specific definitions:
3. 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).
4. 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>>.
5. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
6. 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.**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.**

1. 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;
2. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
3. 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;
4. 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:

* 1. 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;
	2. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
	3. Is in substantially the same form as ATTACHMENT K-1 attached hereto; and
	4. 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:
1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2. 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);
3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
4. 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
5. 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.
	1. 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;
	2. 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;
	3. 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;
	4. 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;
	5. 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);
	6. 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.
	7. 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**

1. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for << solicitation title>>, Solicitation # <<solicitation number>>, 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.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
3. 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
4. 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.
5. Effect of Termination.
6. 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.
7. 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.
8. 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**

1. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
2. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
3. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

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

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

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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.
2. 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.
3. 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.
4. 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>> and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Associate).

Business Associate hereby notifies <<Department or Agency Name>> 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. MERCURY AFFIDAVIT

(If this solicitation does not include the procurement of products known to likely include mercury as a component (see Section 1.40), enter only the following sentence for this Attachment and delete the rest:)

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

(If this solicitation does include the procurement of products known to likely include mercury as a component (see Section 1.40), enter the following language for this Attachment:)

MERCURY AFFIDAVIT
(submit with Bid/Proposal)

**AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:**

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

**MERCURY CONTENT INFORMATION:**

[ ] The product(s) offered do not contain mercury.

OR

[ ] The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Signature

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

Authorized Representative and Affiant

1. VETERAN-OWNED SMALL BUSINESS ENTERPRISE

If this solicitation does not include a VSBE goal (see Section 1.41), enter only the following sentence for this Attachment and delete the rest of these “M” Attachments:

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 0%.

If this solicitation does include a VSBE goal (see Section 1.41), enter the following language for these Attachments:

**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. ***<<***solicitation number***>>***,I affirm the following:

1. □ I acknowledge and intend to meet the overall verified VSBE participation goal of <<VSBE goal percentage>>%.

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.

1. 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.

1. 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.
2. 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** | **SUBCONTRACTOR SIGNATURE** |
| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Name, Title** | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Name, Title** |
|  **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |

ATTACHMENT M-3

This form is to be completed monthly by the prime contractor.

<<Department or Agency Name>>

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# Amount1.2.3.Total Dollars Paid: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | List dates and amounts of any outstanding invoices: Invoice # Amount1.2.3.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 or Agency Name>>\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

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

ATTACHMENT M-4

This form is to be completed monthly by each VSBE subcontractor.

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 Date1.2.3.Total Dollars Paid: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | List dates and amounts of any unpaid invoices over 30 days old. Invoice Amt Date1.2.3.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 or Agency Name>>

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

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

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

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

 (Required)

1. LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(If this procurement is not anticipated to have an estimated value of $2,000,000.00 or more (see Section 1.42), enter only the following sentence for this Attachment and delete the rest:)

This solicitation does not require a Location of the Performance of Services Disclosure.

(If this procurement is anticipated to have an estimated value of $2,000,000.00 or more (see Section 1.42), enter the following language for this Attachment:)

(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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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.

1. 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 Department or Agency 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.

1. DHR HIRING AGREEMENT

(If this solicitation does not require a DHR Hiring Agreement (see Section 1.43), enter only the following sentence for this Attachment and delete the rest:)

This solicitation does not require a DHR Hiring Agreement.

(If this solicitation does require a DHR Hiring Agreement (see Section 1.43), enter the following language for this Attachment:)

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

Department or Agency Control Number

MARYLAND DEPARTMENT OF HUMAN RESOURCES

HIRING AGREEMENT

This Hiring Agreement (“Agreement”) is effective this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ and is entered into by and between the Maryland Department of Human Resources (“Department”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Contractor”) pursuant to State Finance Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a Contract for services between Contractor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Entity”), contract number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the Department or Agency has identified the Procurement Contract as eligible for execution of this Agreement; and,

WHEREAS, the Contractor and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, Department or Agency and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, the Department or Agency and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to the Contractor as a result of the Agreement including:

1. Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;
2. Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;
3. Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;
4. Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;
5. Transportation subsidies for the employee for a period of time after employment;
6. Other Retention services including counseling on an as needed basis; and
7. Assistance with claiming tax credits for hiring Candidates.

WHEREAS, the Contractor and Department or Agency agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department or Agency’s current and former Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors (“Candidates”) by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department or Agency specifically agree as follows:

**A. The CONTRACTOR shall:**

1. Notify the Department or Agency of all job openings that exist or result from the Procurement Contract.
2. Declare the Department or Agency the “first source” in identifying and hiring Candidates for those openings.
3. Work with the Department or Agency to develop training programs that will enable Candidates to qualify for and secure employment with the Contractor.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates the Department or Agency refers.
5. Agree to give Candidates referred to the Contractor by the Department or Agency priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department or Agency refers qualified Candidates within three (3) working days.
6. Submit biannual reports (for the duration of the Contract) listing the number of all job openings and the total number of individuals interviewed and hired under the Procurement Contract. The report shall also include feedback regarding the disposition of referrals made, to include an explanation of why any such Candidate was not hired or considered qualified.
7. Designate this individual to be the specific contact person

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

 Name

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

 Address

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

 Telephone # Fax # e-Mail

who will:

1. provide additional information regarding ‘first source” jobs and clarify their requirements;
2. receive Department or Agency referrals, and
3. provide feedback to a Department or Agency account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those Candidates hired by the Contractor.

**B. The Department or Agency will designate an account representative who will:**

1. Process all the Contractor’s job notices in accordance with this “Agreement.”
2. Refer screened and qualified Candidates to the Contractor’s designated contact person.
3. Make referrals in a timely manner, that is, within three (3) working days after receiving the Contractor’s job opening notices.
4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare Candidates for employment with the Contractor.
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.
6. Insure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

**C. DISCLAIMERS**

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

**D. NON-DISCRIMINATION**

The Contractor agrees that there shall be no discrimination against any employee or Candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

**E. MARYLAND LAW PREVAILS**

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

**F. EFFECTIVE DATE**

This Agreement shall take effect on the date of the aforementioned Procurement Contract, which is for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and the Department or Agency have affixed their signatures below:

|  |  |  |
| --- | --- | --- |
| **FOR THE CONTRACTOR:** |  | **FOR THE DEPARTMENT** |
|  |  |  |
|  |  |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **SIGNATURE** |  | **SIGNATURE** |
|  |  |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **Hiring Agreement Coordinator** |
| **TITLE** |  | **TITLE** |
|  |  |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **DATE** |  | **DATE** |

1. NON-DISCLOSURE AGREEMENT (OFFEROR)

(If a Non-Disclosure Agreement is not required for reviewing information prior to Proposal submission, enter only the following sentence for this section and delete the rest:)

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

(If a Non-Disclosure Agreement is required for this solicitation, enter the following language for this section:)

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 # <<Solicitation Number>> for <<Solicitation Title>>. 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 <<Name of Procurement Officer>>, <<Department or Agency ACRONYM>> 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

1. LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

(If a Resume Form is not required remove the heading and content, renumbering all subsequent attachments) Make sure this attachment is referenced in the body of RFP.

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 # <<Solicitation Number>>

|  |
| --- |
| Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource  |
| Candidate Name: |  |
| Contractor:  |  |

1. Education / Training

|  |  |  |  |
| --- | --- | --- | --- |
| Institution Name / City / State | Degree / Certification | Year Completed | Field Of Study |
|  |  |  |  |
| <add lines as needed> |  |  |  |

1. 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> |  |

1. 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.

1. 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> |  |  |  |

Authors: Update the Section Numbers

|  |  |
| --- | --- |
| Proposed Individual’s Name/Company Name: | How does the proposed individual meet each requirement? |
| LABOR CATEGORY TITLE: | [Enter the Labor Category Name] |
| Requirement (See Section <<2.5.4)>> | Candidate Relevant Experience \* |
| Education: [Insert the education description from Section <<x.x>>for the applicable labor category] | Education:  |
| Experience: [Insert the experience description from Section <<x.x>>for the applicable labor category] | Experience: |
| Duties: [Insert the duties description from Section <<x.x>>for the applicable labor category] | Duties: |

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.

1. 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 or Agency Name>>

RFP Title: <<Solicitation Title>>

Contract Manager: <<Name of Contract Manager>> and <<Phone Number >>

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): <<Solicitation Number>> 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

1. SAMPLE WORK ORDER

(If a Work Order is not required remove the heading and content, renumbering all subsequent attachments). Make sure this attachment is referenced in the body of RFP.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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 WorkRequirements:Deliverable(s), Acceptance Criteria and Due Date(s):Deliverables are subject to review and approval by <<Department or Agency ACRONYM>> 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. | <<Department or Agency ACRONYM>> shall pay an amount not to exceed | **$** |
|  |
| Contractor  |  | 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: |  |

1. PROPOSAL/BID BOND

(If a Bid Bond is not required remove the heading and content, renumbering all subsequent attachments).

BID BOND

Bond No.

We, \_\_\_\_\_\_\_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of \_\_\_\_\_\_\_\_ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Identify project by number and brief description):

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

|  |  |
| --- | --- |
| In Presence of:Witness  as to | Individual Principal (Name) (SEAL) |
| In Presence of:Witness  as to as to as to | Partnership Principal (Name) (SEAL)Partner (SEAL)Partner (SEAL)Partner |
| Attest: Secretary | Corporate Principal (Name of Corporation) AFFIX SEALBy: President (Surety)  |
| Attest:  | By: Attorney-in-fact AFFIX SEAL |

Bonding Agent's Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent's Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to form and legal sufficiency this \_\_ day of\_\_\_\_\_\_\_\_ , 20\_\_

Assistant Attorney General \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. LABOR CATEGORIES

(If individual labor categories are specified in this RFP, reference the labor categories below)

IMPORTANT for SaaS contracts! For standard SaaS, only the following roles typically will apply: Keeping any of the other roles for an SaaS contract is likely only appropriate if you are obtaining a hybrid of services that is not just SaaS.

**Labor Category List** (auto-generated. Refresh the list when labor categories are edited.)

[A) Application Architect (Senior) 220](#_Toc418259137)

[B) Application Developer, Advanced Technology 221](#_Toc418259138)

[C) Application Developer, Advanced Technology (Senior 221](#_Toc418259139)

[D) Application Development Expert 221](#_Toc418259140)

[E) Applications Programmer 222](#_Toc418259141)

[F) Audit Manager 223](#_Toc418259142)

[G) Auditor 223](#_Toc418259143)

[H) Auditor, IT (Senior) 224](#_Toc418259144)

[I) Business Process Consultant (Senior) 224](#_Toc418259145)

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[FFF) Quality Assurance Specialist 248](#_Toc418259194)

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[HHH) Risk Assessment Consultant (Senior) 249](#_Toc418259196)

[III) Software Engineer 250](#_Toc418259197)

[JJJ) Systems Administrator 250](#_Toc418259198)

[KKK) Systems Analyst (Senior) 251](#_Toc418259199)

[LLL) Systems Architect (Senior) 251](#_Toc418259200)

[MMM) Systems Design Architect 252](#_Toc418259201)

[NNN) Systems Design Engineer 252](#_Toc418259202)

[OOO) Systems Engineer 252](#_Toc418259203)

[PPP) Systems Engineer (Senior) 253](#_Toc418259204)

[QQQ) Security, Data Specialist 253](#_Toc418259205)

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1. 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:

1. Providing design and development of e-government solutions, and taking responsibility for technical design and implementation of the architecture
2. Designing, developing, and maintaining infrastructure and backend applications
3. Providing expertise on defining the role of broadband and wireless applications
4. Providing definition of current State architecture blueprints
5. Providing expertise with web servers, gateways, application servers, and content management systems
6. Providing experience in web application technologies and middleware solutions
7. Researching new technologies and products for their applicability to business processes
8. Comparing various solutions and determining the most suitable
9. 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.

1. 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.

1. 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.

1. 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:

1. Developing enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features
2. Providing expertise regarding the integration of applications across the business
3. 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)
4. Assisting in the most difficult support problems.
5. Developing programming and development standards and procedures as well as programming architectures for code reuse
6. Understanding and consistently applying the attributes and processes of current application development methodologies
7. Researching and maintaining knowledge in emerging technologies and possible application to the business
8. 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.

1. 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:

1. Developing block diagrams and logic flowcharts
2. Translating detailed design into computer software
3. Testing, debugging, and refining the computer software to produce the required product
4. Preparing required documentation, including both program-level and user-level documentation
5. Enhancing software to reduce operating time or improve efficiency
6. 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.

1. 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:

1. Organizing, directing, and coordinating the planning and production of all contract support activities, including subcontractors
2. 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.

1. Auditor

**Position Description:** The Auditor provides third party reviews, ratings, and evaluations of IT vendors. His/her responsibilities include performing the following tasks:

1. Researching corporate philosophy, goals, objectives, code of ethics, and business practices
2. Providing financial status including, but not limited to: assets, liabilities, operating capital, cash flow, and insurance coverage
3. Providing financial reports and annual reports
4. Providing ranking among peers in the IT industry, and reputation in the IT industry
5. Researching customer satisfaction levels, and strengths and weaknesses
6. Providing costing estimations, personnel qualifications, and performance ratings
7. Researching project management results and performance records
8. 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.

1. Auditor, IT (Senior)

**Position Description:** The IT Auditor identifies information processing and technology risks. This individual is responsible for performing the following tasks:

1. Evaluating controls and making recommendations
2. Identifying problems and recommends solutions
3. 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
4. Preparing and performing audit tests and evaluating results
5. 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.

1. 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:

1. Communicating business requirements for reports and applications development
2. Facilitating collaboration within and across business units and across IT functions
3. 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.

1. 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.

1. 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.

1. Computer Operations Center, Specialist

**Position Description:** The Computer Operations Center Specialist shall establishe detailed schedules for maximum utilization of all computer operations center equipment. The Computer Operations Center Specialist is responsible for performing the following tasks:

1. Consulting with other data processing section personnel to coordinate activities, and prepare activity and progress reports regarding the computer operations center
2. Evaluating production, equipment and personnel costs
3. Analyzing and interpreting technical data processing data
4. Communicating technical data processing information effectively both orally and in writing
5. 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:

1. Possess at least three (3) years of specialized experience working in a computer operations center
2. Possess the ability to function in a multi-system and/or multi-application environment. Ability to operate and monitor multiple terminals.
3. Demonstrate knowledge of data processing operations, equipment, procedures, and workflow.
4. Demonstrate knowledge of environmental requirements of mainframes, servers and other hardware.
5. Demonstrate knowledge of emergency security procedures for a computer operations center.
6. 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.

1. 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.

1. Computer Software/Integration Analyst (Senior)

**Position Description:** The Computer Software/Integration Analyst (Senior) is responsible for performing the following tasks:

1. Presenting system designs for user approval at formal reviews
2. Performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results
3. 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.

1. 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:

1. Developing, managing, maintaining, and evaluating state-of-the-art computer hardware, software, and software development tools
2. Evaluating their ability to support specific requirements and interface with other equipment and systems
3. Determining potential and actual bottlenecks
4. Proposing recommendations for their elimination
5. 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.

1. 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.

1. 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:

1. Coordinating with the Program Manager to ensure problem solutions and user satisfaction
2. Making recommendations, if needed, for approval of major systems installations
3. Preparing milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives
4. 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.

1. 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.

1. 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.

1. 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:

1. Designing, developing, engineering, and implementing solutions to MLS requirements
2. Gathering and organizing technical information about an agency’s mission goals and needs, existing security products, and ongoing programs in the MLS arena
3. Performing risk analyses, which also includes risk assessment
4. 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.

1. 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:

1. Conducting investment analyses or other complex operational analyses
2. Providing expertise and support in conducting a full range of investment analyses activities including:
3. Market surveys,
4. Requirements definitions
5. Schedule development
6. Tradeoff studies
7. Cost analyses
8. Benefits analyses
9. Risk analyses
10. Economic analyses
11. Supporting architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses
12. Conducting analytical studies involving complex technical analyses, schedule constraints, and system benefits and system cost factors
13. Identifying cost accounting or financial problems and recommending solutions
14. 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.

1. 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:

1. Defining file organization, indexing methods, and security procedures for specific user applications
2. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments
3. 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.

1. 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:

1. Evaluating and recommending available DBMS products to support validated user requirements
2. Defining file organization, indexing methods, and security procedures for specific user applications
3. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments
4. 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.

1. Database Manager

**Position Description:** The Database Manager shall manage the development of database projects. This individual is responsible for performing the following tasks:

1. Planning and budgeting staff and data resources
2. Supporting application developers in planning preparation, load analysis, and backup and recovery of data
3. Reallocating resources to maximize benefits, when necessary
4. Preparing and delivering presentations on DBMS concepts
5. Providing daily supervision and direction to support staff
6. 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.

1. Documentation Specialist

**Position Description:** The Documentation Specialist gathers, analyzes, and composes technical information. This individual is responsible for performing the following tasks:

1. Conducting research and ensuring the use of proper technical terminology
2. Translating technical information into clear, readable documents to be used by technical and non-technical personnel
3. 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.

1. 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

1. High and low pressure steam plant boilers
2. Security and fire systems
3. Portable and installed generator sets
4. Automatic transfer sets
5. Uninterruptable power supplies
6. Batteries and associated electrical wiring/components
7. Air handling units, pumps, exchangers and cooling towers
8. Carpentry, painting, plumbing and electrical and mechanical activities
9. 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.

1. 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.

1. 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:

1. Identifying potential problems and recommending solutions through analysis
2. Working with functional specialists, automation specialists, Master Contractors, vendors, and customers to effectively automate the customer’s requirements into an automated application
3. Acting as a focal point to coordinate all disciplines in the recommended solution.
4. 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
5. 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.

1. Financial Analyst (Senior)

**Position Description:** The Financial Analyst (Senior) provides financial management planning and execution support. His/her responsibilities include performing the following tasks:

1. Conducting investment analyses or other complex operational analyses
2. 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
3. Supporting architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses
4. Classifying and summarizing financial data for the preparation and submission of reports on a recurring basis
5. 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.

1. Group Facilitator (Senior)

**Position Description:** The Group Faciliator (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:

1. Taking primary responsibility for managing the group process and assists groups to be more effective by improving existing group practices.
2. Guiding groups through proven processes and understands basic group dynamics and interrelationships.
3. 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.

1. 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.

1. 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.

1. 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.

1. 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:

1. Performing business strategic systems planning, information planning, and analysis
2. Performing process and data modeling in support of the planning and analysis efforts using both manual and automated tools (such as I-CASE tools)
3. Applying reverse engineering and re-engineering disciplines to develop migration strategic and planning documents
4. 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.

1. 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:

1. 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.
2. Applying reverse engineering and reengineering disciplines to develop migration strategic and planning documents.
3. Providing technical guidance in software engineering techniques and automated support tools.
4. Applying business process improvement practices to modernization projects.
5. Applying, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques.
6. Assisting in establishing standards for information systems procedures.
7. 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.

1. 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.

1. 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.)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.

1. 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.

1. 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.

1. 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:

1. Analyzing client LANs/WANs, isolating the source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance
2. 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
3. Establishing new user accounts on the network, granting access to required network files and programs.
4. Managing network E-mail functions
5. Establishing mailboxes and monitoring mail performance on the network
6. Troubleshooting network/user problems, and presenting resolutions for implementation
7. 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.

1. 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.

1. 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:

1. Planning and monitoring the installation of communications circuits
2. Managing and monitoring local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways)
3. Conducting short and long-term plans to meet communications requirements
4. Performing hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment
5. Preparing tradeoff studies and evaluations for vendor equipment
6. Generating network monitoring/performance report, for LAN/WAN utilization studies
7. 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.

1. 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:

1. 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
2. Analyzing client LANs/WANs, isolating source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance
3. Conducting load balancing efforts to achieve optimum device utilization and network performance
4. Managing network E-mail functions
5. Establishing mailboxes and monitoring mail performance on the network
6. Coordinating with communications engineering to resolve hardware problems
7. Working with customer and operations staff in scheduling preventative and emergency maintenance activities

Education and Other Requirements: 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. If applicable, the candidate must be 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 10Base T. 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.

1. 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.

1. 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.

1. 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.

1. 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:

1. 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.
2. Provides expertise in conducting research, evaluations, and studies required to develop both short-term and long-term plans.
3. Provides plans, designs, concepts, and develops both general and specific program and project strategies for linking proposed investments in IT to business results.
4. 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.

1. 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.

1. 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:

1. Managing day-to-day project activities
2. Identifying issues and risks and recommending possible issue and risk mitigation strategies
3. Facilitating State agency and Master Contractor discussions / meetings
4. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
5. Identifying critical paths, tasks, dates, testing, and acceptance criteria
6. Ensuring the application of State SDLC standards.
7. Providing solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels)
8. Monitoring issues and providing resolutions for up-to-date status reports
9. 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.

**Specialized Experience:** The proposed candidate must demonstrate at least eight (8) years of experience managing complex IT development projects, 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 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.

1. 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:

1. project scheduling;
2. assigning staff;
3. allocating resources;
4. assessing risk and its management;
5. 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;
6. updating staff and keeping all stakeholders in the program and/or project(s) informed of progress and any issues which may arise.
7. Support the Program Manager on contract operations.
8. 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.
9. 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.
10. 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.

1. 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.

1. 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:

1. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project.
2. 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.
3. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels).
4. 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.

1. 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:**

1. Facilitating State agency and Master Contractor discussions / meetings
2. Identifying issues and risks, and recommending possible issue and risk mitigation strategies
3. Identifying critical paths, tasks, dates, testing, and acceptance criteria
4. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
5. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)
6. Monitoring issues and providing resolutions for up-to-date status reports
7. 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.

1. 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:**

1. Identifying issues and risks, and recommending possible issue and risk mitigation strategies
2. Facilitating State agency and Master Contractor discussions / meetings
3. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
4. Identifying critical paths, tasks, dates, testing, and acceptance criteria
5. Forming the strategy and roadmap for operating systems platform and architecture
6. Influencing the business and development teams on future architecture
7. Works with other IT and business teams for technology impacts across the enterprise and formulates strategy.
8. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)
9. Mentoring architects, developers, and analysts of all levels in industry best practices, procedures, and concepts
10. Monitoring issues and providing resolutions for up-to-date status reports
11. 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.

1. 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:

1. 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
2. Providing strategic quality plans in targeted areas of the organization
3. Providing QA strategies to ensure continuous production of products consistent with established industry standards, government regulations, and customer requirements
4. 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.

1. 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:

1. Determine the resources required for quality control.
2. Maintain the level of quality throughout the software life cycle.
3. Develops software quality assurance plans.
4. 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.

1. 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:

1. Maintaining the level of quality throughout the software life cycle
2. Developing software quality assurance plans
3. Maintaining and establishing a process for evaluating software and associated documentation
4. Participating in formal and informal reviews at predetermined points throughout the development life cycle to determine quality
5. Examining and evaluating the software quality assurance (SQA) process and recommending enhancements and modifications
6. 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.

1. 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.

1. 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:

1. 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.
2. Provides fraud expertise on services to internal and external customers.
3. Develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks.
4. 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.

1. Software Engineer

**Position Description:** The Software Engineer reviews and analyzes system specifications. Other tasks performed by this position:

1. Prepares programming specifications.
2. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses.
3. Prepares unit and test scripts.
4. 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).

1. 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:

1. Ensuring that necessary system backups are performed, and storage and rotation of backups are accomplished
2. Monitoring and maintaining records of system performance and capacity to arrange vendor services, or other actions for reconfiguration, and anticipating requirements for system expansion
3. Assisting managers to monitor and comply with State data security requirements
4. 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.

1. 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.

1. 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:

1. Developing plans for migrating architectures
2. Developing technical reference models to include hardware/software standards
3. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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:

1. Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies.
2. 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.
3. 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.

1. 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.

1. 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.

1. 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.

1. 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:

1. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS.
2. Gathers and organizes technical information about an organization’s mission goals and needs, existing security products, and ongoing programs in the MLS arena.
3. Performs risk analyses, which also include risk assessment.
4. 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.

1. 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:

1. Editing functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables or document
2. Conducting research and ensuring the use of proper technical terminology
3. Translating technical information into clear, readable documents to be used by technical and non-technical personnel
4. Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment)
5. 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.

1. 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).

1. 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 (3) 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.