Department of Information Technology (DoIT)

REQUEST FOR PROPOSALS (RFP)

Enterprise Budgeting System Replacement

SOLICITATION NO. DOIT-FY-16-24

Issue Date: March 21, 2016

NOTICE

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

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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: ***DOIT-FY-16-24*** Entitled: ***Enterprise Budgeting System Replacement***

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.

STATE OF MARYLAND

***Department of Information Technology* (*DoIT*)**

RFP KEY INFORMATION SUMMARY SHEET

RFP Title:	Enterprise Budgeting System Replacement
RFP Number:	DOIT-FY-16-24
RFP Issuing Department:	DoIT 45 Calvert St. Annapolis, MD 21401
RFP Issue Date:	March 21,2016
Proposals Due Date and Time:	April 19, 2016
Pre-Proposal Conference Date and Time:	March 29, 2016, 2:00 PM 45 Calvert Street, Room 164 A&B Annapolis, MD 21401 See Attachment E for Directions and Response Form
Questions Due Date and Time:	April 1, 2016
Procurement Officer:	Dale Eutsler
Contract Manager:	Derek Rost Phone: (410) 260-7396 e-mail: derek.rost@maryland.gov
Send Proposals to:	DoIT 45 Calvert Street, Room 442 Annapolis, MD 21401 Attention: Dale Eutsler
Send Questions (e-mail only) to:	e-mail address: Dale.Eutsler@Maryland.Gov
Contract Type	Time and Materials
Contract Duration	Three (3) year base period and two (2) two-year option periods
MBE Subcontracting Goal:	10 %
VSBE Subcontracting Goal:	1 %
Small Business Reserve	No

1 GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Information Technology (DoIT or the "Department") is issuing this Request for Proposals (RFP) to obtain commercial budgeting package software and services for its Enterprise Budgeting System (EBS) needs and requirements. The scope of services required by this RFP includes:

1. Installation, Solution elaboration, design, configuration, test, training, deployment, operations, maintenance and enhancement of the EBS Solution.
2. Facilitation of business change management where the EBS Solution provides the State the opportunity to improve current enterprise budgeting business processes, procedures and data management as described in this RFP.
3. Management of the offeror's Solution delivery approach and resources using industry standard and best-practice project management methods.

1.1.2 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. The anticipated duration of the period of performance under the Contract is a three (3) year base period and two (2) two (2)-year option periods.

1.1.3 The Department intends to make a single award as a result of this RFP. Offerors, either directly or through their subcontractor(s), must be able to provide products/services and meet the high-level business functionality requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

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

Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
Agency	For purposes of the EBS System an 'agency' is the highest-level organization within each branch of the State government. A list may be found at https://www.maryland.gov/pages/agency_directory.aspx. Individual counties are not included in the scope of this program.
Agency sub-object	A low-level detail account that contains costs or revenues that is typically unique to a particular agency.

	See 'Chart of Accounts'
Agile Approach	An Agile Approach is an approach in which self-directed teams deliver business value through incremental, iterative work cycles that include planning, requirements analysis, design, coding, unit testing, system testing, and release management. The cadence of these cycles is set. Agile Approaches are used to accelerate delivery of the most important Solution functionality to the business more quickly than other methodologies, to help manage uncertainty, and to minimize risk in large projects by breaking them down into manageable work streams with the ability to re-prioritize the most important work over the course of the project. The State is in the process of adopting the Scaled Agile Framework (SAFe®) across projects and programs managed by DoIT.
Department of Information Technology (DoIT or the Department)	The unit of the Executive Branch of Maryland State government issuing the RFP
Business Day	Monday through Friday (excluding State holidays or other State closure days (e.g., furlough, service reduction))
Chart of Accounts	A list of the accounts used by an organization to define each class of items for which money or the equivalent is spent or received. The State's Chart of Accounts is grouped by agency / unit / program / sub-program / object / sub-object (i.e., a comptroller sub-object or an agency sub-object). The chart of accounts is published on the web by the Comptroller of Maryland.
COA	See 'Chart of Accounts'
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us
Comptroller sub-object	A detailed account line item that contains costs that are common across multiple agencies (e.g. salaries or janitorial services) See 'Chart of Accounts'
Confidential (also Confidential – Privileged, or Confidential – Predecisional)	The level of sensitivity of most of the data, reports, forms and other outputs used or created by this Solution. Reports created during specific phases of the budget cycle must include a footer that states "This material is 'Executive Privileged' and is not to be shared with other agencies, the press or the public." Privileged records are protected from disclosure by the doctrine of executive privilege which may include but not be limited to records: a. Relating to budgetary and fiscal analyses, policy papers, and

	recommendations made by the Department or by any person working for the Department b. Provided by any other agency to the Department in the course of the Department's exercise of its responsibility to prepare and monitor the execution of the annual budget; c. Relating to a State procurement when a final contract award has not been made or when disclosure of the record would adversely affect future procurement activity; and d. Of confidential advisory and deliberative communications relating to the preparation of management analysis projects conducted by the Department pursuant to State Finance and Procurement Article, §7-103, Annotated Code of Maryland.
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 Confidential Data
Deliverable	Any unique and verifiable product, result, or capability to perform a service that is required to be produced to complete a process, phase or project.[1]
DoIT	Maryland Department of Information Technology
DBM	Maryland Department of Budget and Management

[1] As defined by the Project Management Institute (PMI) in *A Guide to the Project Management Body of Knowledge (PMBOK Guide) - Fifth Edition, ©2013.*

DLS	Department of Legislative Services.
eMM	eMaryland Marketplace
End User License Agreement (EULA)	The terms of service governing access to and use of software services provided pursuant to this Contract
Fund	The general type of any funding used by an agency. Typical types include General (primarily State tax revenue), Special (agency 'incomes' such as usage fees, ticket sales, tuition, etc.), Federal (grants from various federal agencies such as Education and Transportation) and Reimbursable. Current restricted and Unrestricted funds (for Higher Education institutions) are also differentiated. See also "Fund Source"
Fund Source	The specific source of funding used for a particular budget (or actual) line item, identifying the specific federal grant or other income source. Typically grants and other federal funds are restricted to a particular use (e.g. computers for classrooms) and include reporting requirements to a detailed level.
FY0	The current fiscal year. The State's fiscal year goes from July 1 to June 30. FY16 started July 1, 2015
FY+1	The next fiscal year, typically the one for which a budget is being created.
FY-1	The previous fiscal year.
Handle	(As relates to data) Collect, store, transmit, have access to data (see also "Manage")
IT	Information Technology - All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
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.
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
Manage	(As relates to data) Collect, store, transmit, have access to data(see also "Handle")

Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced for the services provided during the month of the breach.
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 project or work order shall begin on a specified date. After Contract commencement, 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 project or Work Order to begin.
Object (Accounting)	See 'Chart of Accounts'
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; 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., State Gov't. § 10-1301(c) or other proprietary or confidential data as defined by the State, including but not limited to "information protected by recognized privilege" under Md. Code Ann., Public Information Act § 10-615(1)
POC	Point of Contact
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State representative who 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 of Information Technology, 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
Service Level Agreement (SLA)	Measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date on which SLA charges commence under this Contract, e.g. the Implementation Date.
Software as a Service (SaaS)	Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the Contractor's software running on infrastructure provided by the Contractor. 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.
Solution	All software, services and activities necessary to fully support the EBS program as an Information System, described as services and/or products in this RFP, to include software installation, configuration, and testing, a help desk, and non-technical items such as business process redesign, training, and other manual processes. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
State	The State of Maryland
Sub-Object	See 'Chart of Accounts'
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 Availability	The period of time the System works as required excluding non-operational periods associated with planned maintenance.
System Documentation	Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to: a. 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. b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system. d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation. e. 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). f. All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-tos.
Technical Safeguards	The technology and the policy and procedures for its use that protect Confidential Data and control access to it
Third Party Software	Third-Party Software means Software and supporting documentation that: a. are owned by a third party, not by the State, the Contractor, or a Subcontractor, and b. are included in, or necessary or helpful to the operation, maintenance, support or modification of the System. c. were specifically identified and listed as Third Party Software in the Proposal.

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 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 by its Contractor Personnel, totally and productively in the performance of the Contract. In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of the Contract.
Total Evaluated Price	The Offeror's price as submitted on Attachment F - Price Sheet, upon which the Offeror's Financial Proposal will be evaluated. (see RFP Section 5.3)
Unit (Agency)	See 'Chart of Accounts'
Upgrade	A new release of any component of the Solution 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"
Required (R)	A business or system function or process marked with an "R" is required for the new EBS Solution.
Not Required (N)	A business or system function or process marked with an "N" is not required but highly desirable for the new EBS Solution.

1.3 Contract Type

The Contract shall be a Time and Materials contract in accordance with COMAR 21.06.03.

1.4 Contract Duration

1.4.1 The Contract shall start from the date of full contract execution by the parties ("Effective Date").

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

1.4.3 The base period of the Contract resulting from this RFP shall be for three (3) years from the Effective Date. The State, at its sole option, may renew the term of the Contract through two (2) additional two-year renewal options for up to a total potential Contract length of seven (7) years.

1.4.4 In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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

1.5 Procurement Officer

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

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

1.6 Contract Manager

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

DoIT may change the Contract Manager at any time by written notice.

1.7 Pre-proposal Conference

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

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

1.7.3 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 will make reasonable efforts to provide such special accommodation.

1.8 eMaryland Marketplace (eMM)

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

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

1.9 Questions

1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed to all companies the same as for RFP amendments and posted on eMM.

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

1.10 Procurement Method

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

1.11 Proposals Due (Closing) Date and Time

1.11.1 Proposals, in the number and form set forth in Section 4.2, must be received by the Procurement Officer listed on the Key Information Summary Sheet, no later than the date and time listed on the Key Information Summary Sheet in order to be considered.

1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date and time shall not be considered.

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

1.11.4 Proposals delivered by facsimile or e-mail shall not be considered.

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

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

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

1.14 Public Information Act Notice

1.14.1 Offerors should give specific attention to the clear identification of those portions of their proposals that they deem to be confidential, proprietary commercial information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Article, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section 4.2.2.2 "Claim of Confidentiality"). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

1.15 Award Basis

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

1.16 Oral Presentation

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

1.16.2 Oral presentations typically occur approximately 3 weeks after the proposal due date.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.18 Revisions to the RFP

1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the Department 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's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

1.18.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not susceptible for award.

1.19 Cancellations

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

1.20 Incurred Expenses

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

1.21 Protest/Disputes

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

1.22 Offeror Responsibilities

1.22.1 The successful Offeror shall be responsible for rendering products and services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete

description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").

1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

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

1.23 Substitution of Personnel

1.23.1 Key Personnel

For this Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel:

A. Program Manager

B. Subject Matter Expert (Budgeting & Performance Management)

C. Organizational Change Management Lead

These position requirements are described in more detail in Attachment T. These key positions have been selected because it is the State's opinion that these roles will be the most crucial for the success of the project.

1. Program Management: scheduling, cost control and efficient use of resources
2. Subject Matter Expert: application of in-depth public sector budgeting and budgeting software knowledge to support detailed design, configuration, requirements traceability and effective test case creation
3. Organizational Change Management Expert/Lead: stakeholder communications, business process change facilitation, training design and training delivery

1.23.2 Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to this Contract as full-time, dedicated resources.

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

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

1.23.3 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.

1.23.4 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in section 1.23.5.

1. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
    a. A detailed explanation of the reason(s) for the substitution request;
    b. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
    c. The official resume of the current personnel for comparison purposes; and
    d. Evidence of any required credentials.
3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

1.23.5 Replacement Circumstances

1. Key Personnel Replacement

   To replace any Key Personnel in a circumstance other than as described in item 2 of this section, including transfers and promotions, the Contractor shall submit a substitution request as described in 1.23.4 to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

   a. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under 1.23.5.1.)

   b. Under any of the circumstances set forth in the paragraph above, the Contractor shall identify a suitable replacement and provide the same information and items required under section 1.23.4 within thirty (30) calendar days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

   a. If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under section 1.23.4.

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

4. Directed Personnel Replacement

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

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

the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

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

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

e. If the Contract Manager determines to direct substitution under paragraph 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.

1.23.6 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 or subcontractors (temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein 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, and may be grounds for finding an Offeror not reasonably susceptible for award.**

1.25 Bid/Proposal Affidavit

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

1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for

informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

1.27 Compliance with Laws/Arrearages

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

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

1.28 Verification of Registration and Tax Payment

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

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

1.29 False Statements

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

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

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

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

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

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

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

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is

mandatory for contracts exceeding $200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 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.

Upon the State's receipt of a written notice of non-payment by a subcontractor, the State will contact the Contractor, providing a copy of such notice to ascertain if the amount withheld is an undisputed amount for which the Contractor has received a progress payment and has not paid the subcontractor its proportionate share in accordance with the written subcontract agreement between the Contractor and the subcontractor. If it is determined that part or the entire amount withheld is undisputed, that the Contractor has received a corresponding progress payment, and the subcontractor has not been paid its proportionate share according to the subcontract agreement, the agency representative will instruct the prime contractor to pay the subcontractor the undisputed amount as contracted.

If, after receiving such instruction from the agency representative, the Contractor does not timely pay such undisputed amounts to its subcontractor, the State, at its option and in its sole discretion, upon written notice to the Contractor, may take one or more of the actions specified in Section 8.1 of Attachment A, and, as applicable, Section 20.14.3 of Attachment A.

1.32 Electronic Procurements Authorized

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

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

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

1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms (as authorized in COMAR 21.03.05):

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
   a. the solicitation (e.g., the RFP)
   b. any amendments
   c. pre-Proposal conference documents
   d. questions and responses
   e. communications regarding the solicitation or Bid/Proposal to any Offeror or potential Offeror
   f. notices of award selection or non-selection
   g. the Procurement Officer's decision on any Bid protest or Contract claim
2. An Offeror or potential Offeror may use e-mail to:
   a. ask questions regarding the solicitation
   b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer
   c. submit a "No Bid/Proposal Response" to the solicitation
3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

a. submission of initial Proposals;
b. filing of Bid Protests;
c. filing of Contract Claims;
d. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or

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

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

1.33 Minority Business Enterprise (MBE) Participation Goal

1.33.1 Establishment of Goal and Subgoals

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

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

A. There are no subgoals established for this procurement.

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

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

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

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

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

B. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule,

including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

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

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

1.33.12 With respect to Contract administration, the Contractor shall:

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

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

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

B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Contract Manager and the

Department's MBE Liaison Officer an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

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

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

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

1.34 Living Wage Requirements

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

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

1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Bidders 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.

1.34.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. 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.

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

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

1.35 Federal Funding Acknowledgement

The Contract does not contain federal funds. The costs are funded via an indirect cost allocation to the State agencies.

1.36 Conflict of Interest Affidavit and Disclosure

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. 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.

1.37 Non-Disclosure Agreement

1.37.1 Non-Disclosure Agreement (Offeror)

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

1.37.2 Non-Disclosure Agreement (Contractor)

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

1.38 HIPAA - Business Associate Agreement

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

1.39 Non-Visual Access

1.39.1 By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual

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

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

1.40 Mercury and Products That Contain Mercury

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

1.41 Veteran-Owned Small Business Enterprise Goals

1.41.1 Notice to Offerors

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

1.41.2 Purpose

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

1.41.3 VSBE Goals

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

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

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to

one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.

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

1.41.4 Solicitation and Contract Formation

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

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

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

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

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

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

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

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

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

1.41.6 The Contractor, once awarded the Contract shall:

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

B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Manager and Department VSBE representative a report that identifies the

prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment M-4).

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

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

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

1.42 Location of the Performance of Services Disclosure

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

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

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

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

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

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

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

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

1.46 Surety Bond Assistance Program

This section does not apply to this solicitation.

1.47 Performance Bond

This section does not apply to this solicitation.

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2 MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications in this section have been met in order for a proposal to be considered reasonably susceptible for award:

For the purposes of minimum qualifications, the following definitions are used:

a. "significant size" means government entities or commercial enterprises with at least 20,000 employees.

b. "different organization" means any enterprise not directly or legally associated with others mentioned

Offeror shall summarize which proofs apply to more than one qualification. Any individual reference provided may satisfy the requirements for either section 2.1.1 or 2.1.2, or both.

2.1.1 Offeror capabilities: The Offeror shall have implemented enterprise budgeting systems within the last five (5) years for at least three (3) different organizations of significant size. At least one example used as proof must be a public sector organization in the United States.

2.1.2 If the Offeror is not also the manufacturer of the proposed budgeting software package(s), the Offeror must demonstrate that the manufacturer supports the Offeror's proposal. As proof of this requirement the Offeror may submit that the Offeror is a reseller or service partner of the manufacturer, or provide a Letter of Authorization from the vendor.

2.1.3 Product capabilities: The Offeror shall propose the use of a software package or combination of packages that are currently in use by at least three (3) different organizations of significant size. At least one example used as proof must be a public sector organization in the United States.

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

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3 STATEMENT OF OBJECTIVES (SOO)

3.1 Background and Purpose

The business objectives of this solicitation are to (1) provide state-of-the-art commercially available software package(s) to support the creation, analysis, publication and maintenance of operating budgets for all State agencies as coordinated and led by the Department of Budget and Management (DBM); (2) manage change to enterprise budgeting processes in concert with adoption of the EBS Solution, and (3) ensure the user community is educated and prepared to use the Solution effectively when made available to them.

3.1.1 SOO Organization and Instructions

The remainder of the SOO is organized as described in the chart below. The relevance of each section to the Offeror's responses in the Offeror's technical response is described and this chart serves as a guide to the section.

Section(s)	Purpose	Offeror's Required Technical Response Actions	Description
3.1 – 3.3	Background, Objectives and High-Level Scope	None Required	These sections are intended to give the Offeror a picture of the objectives, high-level scope and environment that must be addressed by the EBS Solution and associated services. These sections contain information that should be helpful in responding to other sections.
3.4	Functional & Technical Requirements	Respond specifically to all items	This section contains high-level functional processes and technical requirements for which capability must be provided by the Solution and as a result of the Contractor's services.
3.5	Performance Work Statement	Respond specifically to all items.	This section defines the work to be executed by the Contractor to achieve the objectives of the project and meet the business and technical requirements of the Solution.
3.6	General IT Project Requirements	Respond specifically only to items the Offeror cannot accept as written	This section contains general requirements common to most Information Technology RFPs issued by the State.
3.7 – 3.10	Contractual & Project Requirements	Proposal submission indicates that the Offeror accepts these requirements and will act in accordance with State processes, procedures and information needs	These sections discuss particular contractual or project requirements.
3.11	Contractual & Project Requirements	Respond specifically to all items	This section discusses particular contractual or project requirements.
3.12-3.15	Contractual & Project Requirements	Proposal submission indicates that the Offeror accepts these requirements and will act in accordance with State processes, procedures and information needs	These sections discuss particular contractual or project requirements.

Section(s)	Purpose	Offeror's Required Technical Response Actions	Description
Attachment W	Comprehensive List of Solution Requirements	Respond specifically to all items	Attachment W contains a comprehensive list of requirements for the proposed Solution. Instructions to the Offeror are included at the top of that section.

3.2 Agency / Project Background

3.2.1 Agency Background

The Department of Budget and Management (DBM) helps the Governor, State agencies, and their employees provide effective, efficient, and fiscally sound government to the citizens of Maryland. It supports agency efforts to achieve results by helping them obtain the fiscal, capital, and personnel resources needed to provide services to Maryland citizens.

As part of DBM, the Office of Budget Analysis (OBA) aids the Secretary of Budget and Management in review, analysis, and formulation of an annual State operating budget for the Governor's consideration. For this purpose, the Office evaluates budget requests from all operating units of State government.

OBA studies and makes recommendations on financial, revenue and fiscal matters that affect the current budget of State Government, including budget amendments. OBA also considers projected budgetary requests and requirements. It examines the administration, organization, staffing, duties, and responsibilities of State agencies to detect any duplication or overlap of work, duties, or functions.

Professional personnel of OBA are assigned certain areas of State government to study and analyze. They evaluate budget requests, historical data, and other information about State agencies under their review and make recommendations regarding agency budgets.

OBA also enforces numerous laws and regulations that ensure economical and efficient use of state funds, personnel, equipment (including State-owned motor vehicles), and other resources (State Finance and Procurement Article, Secs. 3-201 through 3-503, 7-101 through 7-404).

3.2.2 Project Background

The State's legacy budgeting system, Hands On Budget Office (HOBO), used by OBA and other agencies, is a critical system that represents a high risk to OBA's mission due to its age (30+ years), lack of maintainability, lack of user-friendliness, and use of outdated and unsupported mainframe technologies. The State has decided that the budgeting system requires replacement in order to avoid the possibility of failure and to realize the many benefits, efficiencies, and increased accuracy offered by modern enterprise budgeting solutions. The State is also taking this opportunity to review many of the processes and work-arounds that have evolved over time with the goal of simplifying compliance with mandated requirements.

In 2014, the EBS Project was launched with the functional analysis of the budgeting processes in use by DBM and the various State agencies. After extensive 'as-is' and 'to-be' requirements gathering sessions, the scope of the EBS RFP was identified.

3.2.3 Objectives

The overarching objective of the EBS Replacement Project is to implement a comprehensive Solution to allow for a more efficient and effective budgeting and financial management process. Specific objectives are:

1. Streamline and improve efficiency in the business processes engaged during budget preparation, analysis, and approval.
    a. Reduce time required to prepare budget analyses
    b. Allow for budgetary analysis directly in the EBS tool, without requiring the use of external tools such as spreadsheets.
    c. Automate the processing of multiple fund sources within each agency's budget development cycle.
2. Allow for the incorporation of capital projects that are part of the operating budget.
3. Provide a user-friendly, intuitive budgeting system that will support adoption at the agency level, allowing for the overall budget development effort to be appropriately distributed across all budget stakeholders.
    a. Eliminate or reduce the creation of agency budget requests on spreadsheets or other forms for submission to DBM.
    b. Provide the ability for DBM to engage interactively with agency staff during budget development.
4. Eliminate unnecessary and repetitive manual data entry currently required at multiple process points during budget development, maintenance and analysis.
    a. Provide the ability for all agencies to maintain budget requests in the EBS.
    b. Whenever possible, ensure that all external data necessary during budget development is imported into the system electronically.
    c. Assure that all reports, analyses, recommendations, print content and supporting documentation are created and maintained in the EBS.
5. Eliminate or significantly reduce inefficiencies encountered during budget printing and publishing.
    a. Allow for the creation and publication of the Maryland Operating Budget, Budget Highlights, and Fiscal Digest and the creation, maintenance and publication of the performance data within the EBS.
6. Allow for data integration between the budgeting system and systems of record for pertinent enterprise data such as Personnel and Accounting.
    a. Eliminate the need for manual incorporation of Personnel files.
    b. Provide the ability to use previous-year actuals and current-year appropriations as needed during budget development.
7. Improve data quality and integrity in the budget life cycle
    a. Reduce the manual validation of figures and formulas between systems.

8. Allow for the ongoing tracking and reporting of actual expenditures against budget appropriations.
    a. Provide the ability to prepare ongoing analysis of actuals *vs.* appropriations during the budget year.
    b. Allow amendments to the current budget to be created, processed and incorporated electronically.

3.3 Solution Scope

3.3.1 Business Function Scope

The Contractor is to enable the State to perform operating budget management functions as described in the following sections. The Solution must be operational to support development of the Statewide FY 2019 Operating Budget, starting in May of 2017.

3.3.1.1 Core Budgeting

The EBS scope includes:

a. Operating budget preparation, documentation and workflow
b. Assignment of targets at any level of the chart of accounts
c. Budget tracking, forecasting and analysis
d. Budget modification/amendment, documentation and workflow
e. Publication of Budget data (physical books and web-based distribution)
f. Electronic generation of an editable budget bill
g. Performance management results and evaluation
h. Creation, review and distribution of a 5-year forecast and plan

3.3.1.2 Fund-Based Budgeting

The EBS scope includes budgeting at the fund and source level, and includes:

a. Identification of the fund(s) and/or source(s) of budget line items
b. Reporting of budgets and variances at the fund and source level
c. Reporting of planned and actual fund source activity
d. Support for balances, limits and restrictions on a fund source, including maximum amounts, distributions across fiscal years and restrictions as to the types of expenditures allowed (i.e. objects and sub-objects from the Chart of Accounts).
e. Cash-flow forecasting and reporting for both the current fiscal year and long-term planning

3.3.1.3 Personnel Budgeting

For most agencies the personnel costs are the most visible line items of the budget. Personnel includes all individuals with a direct employment relationship with the State. The scope of the Solution includes:

a. Interfacing with the State personnel systems for budget-relevant data such as existing positions, incumbents, contractuals, grades, salary tables, and bargaining units.
b. Implementation of a control process or workflow for adding or removing positions as part of budget submissions or decision packages, including discrepancy reporting and reduction processes.

c. System-assisted or automated calculations for salaries, benefits, vacancy rates, turnover, retirement costs, etc.
d. Support for personnel budget calculations such as positon control, headcount analysis, vacancy rates and savings goals.
e. Formulaic and security controls over selected budget line items (e.g. FICA rates, health insurance contributions)

Note: While Workday is the largest personnel system, other systems are in use by some agencies (e.g. the University System, MDOT). The required interfaces are identified and explained in more detail in section 3.4.2.3.

3.3.1.4 Capital Budgeting

Various agencies have a significant capital budget in addition to the operating budget. While many features and functions are the same, the State is specifically looking for the following capabilities to allow the capital budgeting process to be executed on the same landscape as the operating budget:

a. Ability to manage capital project information (e.g. location, type, description, facility, purpose, work days, commencement date, end date, cost estimates at 30%, 60%, 90% design, total project cost, final project cost).
b. Ability to create sub-projects, task orders or work items associated with a capital project or program.
c. Individual contract and grant information as well as funding details associated with that project. In some cases, multiple contracts/grants will fund a single project or a single project may be funded by multiple grants.
d. Ability to assign Soft Costs to projects (e.g. Construction Management, Project Oversight Costs) by project phase.
e. Support for a quarterly program development process for each modal (bus, port, air, etc.) develops a capital program to be submitted for approval, including what-if scenarios reflecting different funding levels.

3.3.2 Solution Scope Parameters

The State of Maryland has a combined budget of roughly $40 billion, spread across all branches, departments and agencies. All State government departments, agencies, and administrations ("agencies") are in scope. The agencies vary widely in size and scope: the largest has over 23,000 employees while seven have less than 10 employees. The level of expertise and support tools also varies widely among the agencies. While most agencies have staff that specializes in budgeting and financial management, some do not. Some agencies have support tools such as WebFocus and Excel, while others do not. Most agencies use the State-wide accounting system (FMIS/R*Stars) but some have other packages such as PeopleSoft, Kuali, Jenzabar and SAP (both 'in addition to' and 'instead of' FMIS/R*Stars).

Note: Unlike some other states, Maryland includes higher education institutions in scope for budgeting activities.

3.3.2.1 Operating Environment

The scope of this RFP includes the operation of physical or virtual infrastructure required to build, test, operate and maintain the software Solution. The State does not currently have an environment that can be used for this purpose.

3.3.2.2 Budget Line Items

In the current system and process there are roughly 150,000 line items in the annual budget. Each line item is a collection of budget values (e.g. prior year actual, current year appropriation, future year request) for a particular account. Each line item may also include some audit history and text comments. Due to the use of fund/source based budgeting (see Section 3.3.2 above) we expect that this total will increase to 700,000 individual budgeted items per year. In addition, each item may have a number of changes during the year, and that change history has to be maintained for at least the current and prior fiscal year.

3.3.2.3 Amendments

Amendments are changes to the budget that are executed in the current fiscal year. There are 15 different amendment types, each having slightly different approval rules and workflows (e.g. some types of amendments require gubernatorial approval, others do not. Some require legislative review, others do not.) In fiscal 2015 there were 400 amendments. Amendments are discussed in greater detail in section 3.4.1.1.

3.3.2.4 Estimated User Counts

There are 25 full-time employees in OBA that will be using this system. In addition, we are estimating that there will be around 250 heavy users spread throughout the agencies and another 725 light users. Usage of the system will be very seasonal, with particular days and weeks where usage is expected to be very high (budgets are due from agencies in August and September). The State is expecting approximately 200 simultaneous users during those periods.

3.3.2.5 Historical Data

The State plans to maintain at least 10 years of budget and expenditure data in the system. For the current and prior fiscal year the State also plans to maintain a detailed change history for each budget line item (including the audit trail).

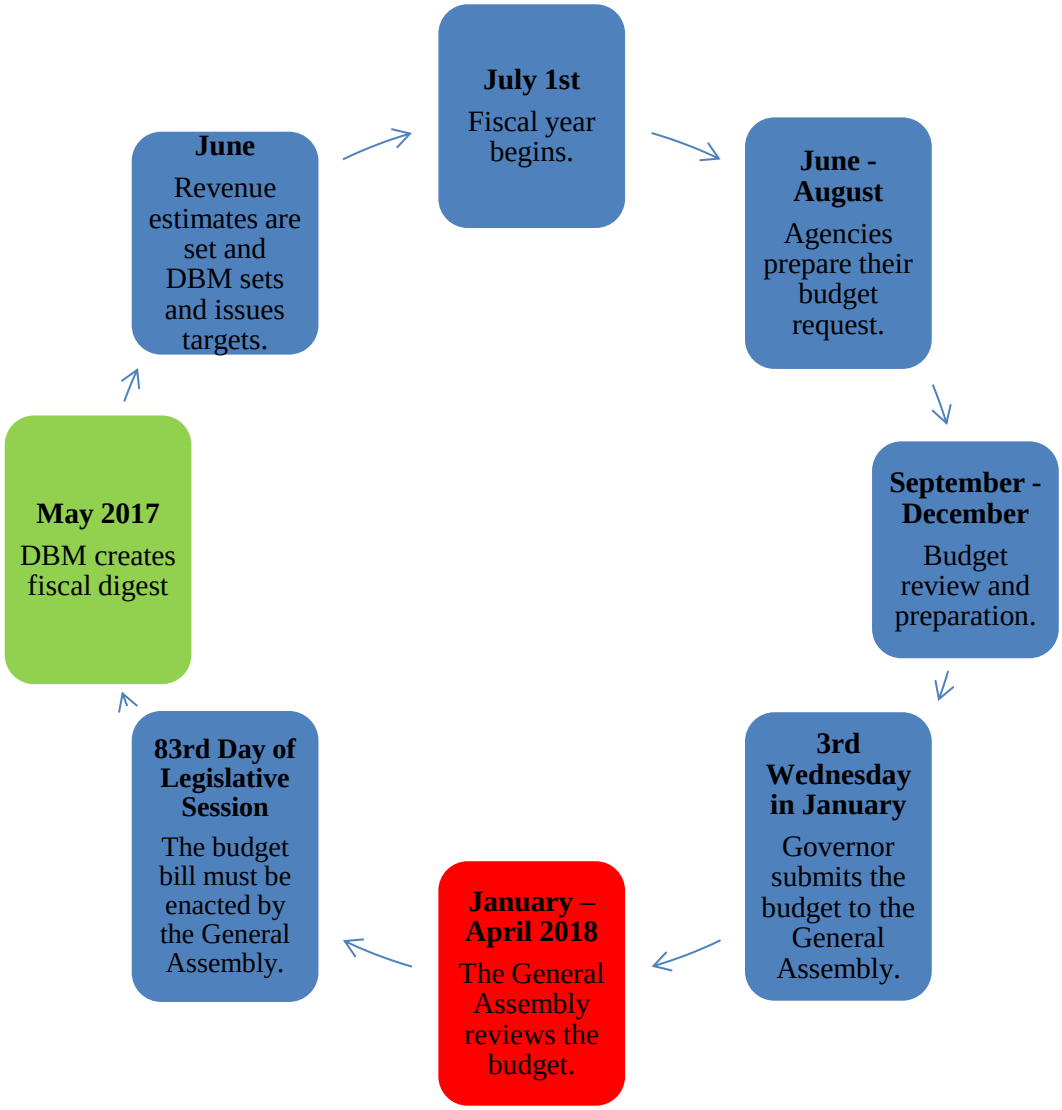
3.3.3 Project Methodology

The State is adopting an enterprise Agile development and implementation methodology. An Agile Approach is an approach in which teams deliver business value in the form of working functionality early and often. This is done through close collaboration with functional stakeholders, breakdown and prioritization of work, frequent delivery of high-quality, demonstrable solution increments, and a focus on Lean-Agile principles. The State is in the process of adopting the Scaled Agile Framework (SAFe©) across projects and programs managed by DoIT.

The Offeror is required to adopt a similar Agile approach in addressing and delivering the EBS Solution.

3.3.4 Solution Capability Delivery Timeline

The Solution must be operational to support development of the FY 2019 Operating Budget, the development of which starts in May of 2017. The State is not assuming a single implementation approach; the Offeror may propose a phased-implementation that meets the requirements of the Operating Budget calendar, as shown below.



The Offeror is requested to describe a project approach and strategy, assumptions, constraints, high-level timeline, benefits and risks as part of its response to meeting the Solution requirements. The State seeks an approach to satisfying project requirements that

a. meets the go-live schedule objective for the FY19 budget, starting in May of 2017;
b. minimizes business, technical and operational risk; and
c. maximizes successful adoption and use by the stakeholder community.

If the Offeror's project approach can achieve implementation or releases prior to May 2017, the Offeror is encouraged to propose how the time-savings can be spent effectively in order to improve project results.

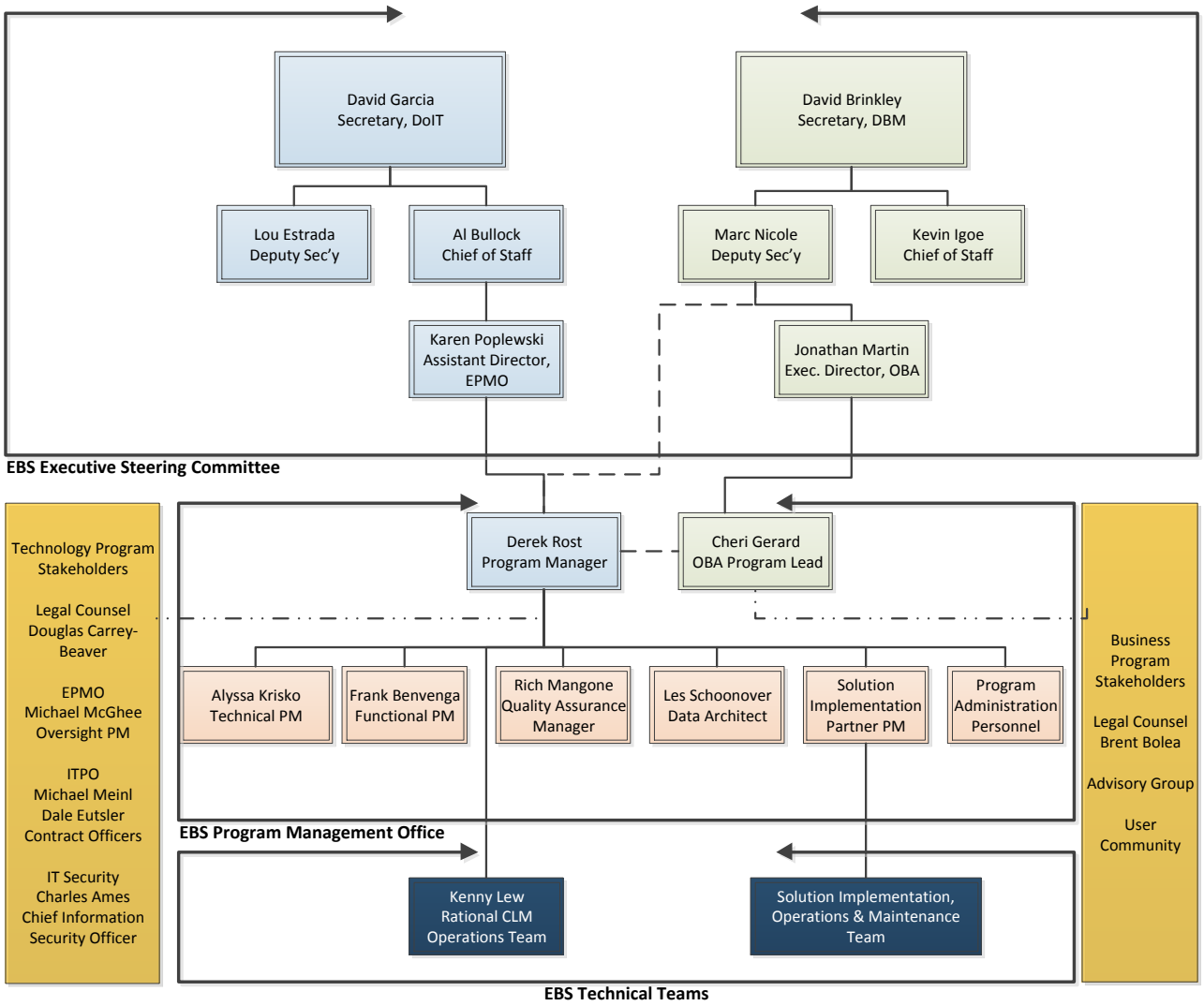
Note: For purposes of scheduling the Offeror is to assume that it will be able to begin work on August 15th, 2016. However, Offerors will be evaluated on their flexibility should the procurement process extend past August into September, 2016.

3.3.5 Project Organization

The EBS Program is sponsored, managed, and executed through the engagement of groups and personnel as shown in the EBS Program Organization Chart.

The EBS Executive Steering Committee (ESC) provides cross-organizational executive level sponsorship, guidance and control over program projects and services to ensure mission objectives are met as expected. The Secretary of DBM, Mr. David Brinkley, and the Secretary of DoIT, Mr. David Garcia, sit on the EBS Program's Executive Steering Committee along with other key leaders from both DBM and DoIT. The Deputy Secretary of DBM, Mr. Marc Nicole and Mr. Garcia co-sponsor the EBS Program.

The EBS Program Management Office (PMO) represents DoIT and the interests of the State by providing management and oversight to the definition, acquisition, development, operations and maintenance of the EBS Solution. The EBS Replacement Project is funded as a Major IT Development Project (MITDP) through the Department of Information Technology (DoIT). Management oversight for the EBS Replacement Project will be provided by the EBS PMO.



EBS Program Organization Chart

The State's project oversight includes a full-time Program Manager as well as additional EBS PMO resources who will actively work with the Contractor's team on the Solution.

The OBA Program Lead functions as the primary Subject Matter Expert (SME) and the principal liaison with the OBA and agency staff. Additional OBA and agency resources will be assigned to the project as needed for specific project tasks (e.g. detailed design and testing).

The Contractor's Program Manager will report to the EBS Program Manager.

3.3.6 Project Location

The primary work location for the EBS project will be on Calvert Street in Annapolis, MD. It is the State's requirement that all Key Personnel be located there while engaged on the project. Facilities can be made available in Annapolis for the remaining project staff or the Offeror can use its own facilities. Via the Staffing Plan the Offeror will discuss where the staff will be located and how teleworking, commuting and travel will be utilized.

3.4 Solution Requirements

The next three sections (3.4.1, 3.4.2 and 3.5) discuss the scope of the business, technical and project management capabilities the Offeror is required to demonstrate. The processes and features in these sections are phrased as to "what" needs to be accomplished rather than "how" each should be accomplished. In their responses the Offerors are requested to provide a brief explanation of the Solution's capabilities relating to each of the items.

Attachment W also contains the list of capabilities. That attachment is meant as a checklist of functional or technical capabilities, and no detailed explanations or demonstrations are requested.

These three sections and Attachment W will be used in the technical evaluation. However, the detailed explanations in these sections (3.4.1, 3.4.2 and 3.5) are rated higher than Attachment W.

Note: Items marked with an "(N)" represent functionality that the State considers "nice to have but highly desirable." All others are required for the proposed Solution.

3.4.1 Functional / Business Requirements

The functional/business requirements have been split into 5 groups. Where possible, the Offeror is requested to keep their explanation or demonstration of the capabilities of the COTS product in the same order.

Note: The 'as-is' process is shown in Attachment U and the "Box" referenced in many of the items below refer to the boxes in that Attachment. Pages 1 and 2 of Attachment U are two different views of the same high-level process. While the 'to-be' process details may be dependent on the Offeror's product, the high-level process steps will likely remain the same.

3.4.1.1 Group 1 – Budget Creation:

1. Prepare Agency FY+1 Targets (Box 1.1): OBA sets targets for each agency, typically at the top level and for the entire year, without allocating amounts across objects, programs or months. The creation of targets is a collaborative activity within OBA. These targets may also include some line items that are distributed by OBA (e.g., "telecommunications costs"), which are considered controlled sub-objects.

2. Prep Agency Request – FY+1 and Over-The-Targets* (Box 1.2): Control of the budget creation process is passed to the individual agencies to allocate the targets across the Chart of Accounts. The internal workflow may vary by agency (some are centralized, others decentralized – Offerors can assume at least two additional internal approvals for larger agencies). Some budget line items are centrally budgeted by OBA during this stage. Agencies may not submit budget proposals back to OBA that exceed the specified Targets for FY+1. Agency-internal drafts and agency-internal decision packages are Confidential and must be marked as such.

   * **2a.** Over-The-Target Requests (OTTR) are decision packages where agencies request funds that exceed the target. Each OTTR will have its own workflow and will be absorbed into the agency allowance upon approval. OTTRs must be submitted at the sub-object level within a program. Note: Offerors are requested to discuss the product's functionality regarding decision points, variance reporting, justifications, workflow and workflow-related access controls in this section or in a separate section with a reference inserted here.

2b. Centrally-budgeted programs or sub-objects: Certain programs or accounting lines (objects or sub-objects) may be budgeted centrally rather than at the agency level. Examples include IT services allocation, telecommunications costs, and vehicle insurance. The Offeror is to discuss how that can be managed in the proposed Solution, and its impact on reporting, workflow and access controls. There are currently 13 such centrally budgeted sub-objects.

Note: Steps 2, 3 and 4 occur concurrently, not sequentially. In addition, the State requires the flexibility for an agency to submit parts of their budget request at different times. The 'chunks' may be by unit or program (to be determined during the design phase). For example, an agency may submit some units today, other units next week and the remaining the week after.

3. Prep Agency Request – FY0 Deficiencies (Box 1.3): The FY+1 budget may also include budget changes to FY0, including new funds and re-allocations. Each FY0 change is a decision package similar to an OTTR. Offerors are requested to discuss how line items from separate fiscal years may be processed in parallel.

4. Prep Agency Request – MFRs (Box 1.4) (N): Managing for Results (MFR) is the name the State uses to measure results, accountability, efficiency, and continuous improvement in State government programs. It requires agencies to submit with their annual budget requests their agency missions, visions, key goals, objectives and performance measures. These components of agency strategic plans have historically been included in the budget books. The Offeror is requested to review the types of measures used by the State agencies at http://dbm.maryland.gov/Pages/ManagingResultsMaryland.aspx and demonstrate how the proposed Solution facilitates creation and tracking of MFRs.

   Note: (N) Going forward, the State would also like to use MFRs to track priorities and link them to various figures in the budget request. This is currently done manually.

   Note: If either of these functionalities requires additional software or additional labor to implement please include it as a separate section on the Project Plan, Staffing Plan and Price Sheet.

5. Analyze Agency Request (Box 1.5): When an agency completes its budget submission, control passes back to OBA. The assigned OBA analyst(s) will review budget submissions and discuss various requested changes or adjustments with the agency. A recommendation is made by the OBA analyst to the DBM Secretary. These recommendations are Confidential and must be marked as such.

   Note: For complex agencies this recommendation is a very elaborate report with

   a. Line-item level justifications

   b. Variance analysis for current or prior spending and/or performance metrics

   c. Detailed reviews of individual programs and/or funding sources

   d. Analyses of various scenarios, alternatives and OTTRs presented by either the analyst or the agency

   e. Charts, graphs or other visual representation of detailed data

6. Conduct Agency Budget Hearing (Box 1.6): This is a manual step where agency representatives defend their budget submissions to the Secretary of DBM, reacting to the OBA analysis.

   6a: As part of this step OBA creates a set of 'decision guides' that list all the decisions that must be made by either the DBM Secretary or the Governor. The decision guides vary by agency complexity and are organized by meeting agendas with the decision makers. The Offeror is requested to present how they have supported similar processes at reference customers.

7. Process Governors Allowance (Box 1.7): The Governor may request DBM make changes to the budget of any agency of the executive branch. These can be in the form of adding funding, across the board actions (cuts or additions), or specific changes applicable to only selected agencies. Changes at this stage may impact multiple agencies.

   Note: This process takes several weeks and goes through several iterations (which are Confidential). Agency users should not be able to see the proposed or actual changes in the Solution. Please refer to the request for 'workflow related access controls' discussion from step 2 above. Access may be provided to particular agencies prior to budget finalization, at the discretion of OBA.

   7a: The OBA Director may create internal targets for each agency that the relevant OBA analyst is expected to meet. Please explain how your product or workflow can accommodate this level of flexibility.

   Note: Boxes 1.8, 1.9, 1.10 and 1.11 are addressed in section 3.4.1.2 and Box 1.12 is a manual process.

8. Analyze and Revise Governors Allowance (Box 1.13): During the legislative session the Legislature will hold public hearings with the agencies to discuss the budget. The Governor may amend his/her initial budget or offer supplemental budget proposals that make specific changes to the original allowance. In parallel with this, the legislature may have reductions and restrictions. The Offeror is requested to discuss how these parallel processes could be handled within the product.

9. Post Legislative Appropriation (LEGACT) (Box 1.14): The 'enrolled bill' is the budget bill that has passed both houses of the Legislature. There will be variances from what was created in step 8. The enrolled bill will be presented to DBM as a hard copy, Word or PDF document and budget values in the EBS must be changed to match the bill. The Offeror is requested to present best practices or alternatives from other organizations that have a similar work flow. This step also involves creation of the Fiscal Digest (one of the budget books discussed below), and the final appropriation to be transmitted to the FMIS accounting system.

10. Budget modification/amendment documentation and workflow (Box 1.15): Amendments are changes to the FY0 budget that can occur throughout the year. There are approximately 15 different amendment types and the workflow for each is defined by the Legislature as part of the budget bill. Two examples are included in Attachment U (pages 3 & 4 entitled "1.15.1 – Agency Funds Realignment" and "1.15.2 – Special Federal and Higher Education Funds"). For FY15 there were roughly 400 amendments. Changes in workflow may also

be required if the originator of the amendment is from the Legislative or Judicial branch. Conceptually this 'decision package' process is similar to the OTTR above, except that the end result is an approved change to the current year budget rather than a proposed budget bill. The Offeror is requested to discuss the workflow functionality only if it is different from the functionality already described. The Offeror is to discuss how amendments can interface with the appropriate accounting system(s) so that approved changes are reflected as updates are made.

3.4.1.2 Group 2 – Budgeting Publication & Reporting

1. Publication of Budget Data (Boxes 1.8, 1.10, 1.11): Examples of the current budget books are available on the DBM web site at (http://dbm.maryland.gov/budget/Pages/operbudhome.aspx). The Offeror is requested to discuss how the proposed Solution will facilitate this process.

   The State is also interested in reducing the number of physical books required and is opting to maximize virtual distribution instead. The Offeror is requested to discuss how the proposed Solution will enable publication to the DBM web site (and other locations) to make the budget information available publicly (e.g. https://data.maryland.gov/).

2. Prepare FY+1 Budget Bill (Box 1.9): A proposed bill is sent by the Governor to the Legislative Branch. Currently this process entails an extract from HOBO into Excel, manual processing in Excel and visual validation against HOBO before being sent to the DLS Printing Office. This feature is to facilitate the creation of the initial draft bill in an editable format (e.g. Microsoft Word). The budget bill is a list of the line items by program and fund. The FY 2017 bill is SB 190 available at http://mgaleg.maryland.gov .

3. Reporting: In addition to the budget books described above, current reporting needs include:

   - Creation of standard reports for use by all agencies. A list of commonly used reports is included as Attachment V
   - Allowing users with permissions to create and save custom reports or modify standard reports for their own use
   - *Ad hoc* reporting capabilities
   - Data visualization capabilities such as charts, graphs, trends, and drill-downs
   - Exporting of reports or graphs to other tools such as Microsoft Office for further refinement or editing (PDF, DOC, XLS and CSV formats).
   - Exporting of raw or summarized data to other visualization tools and web sites (e.g. USASpending.GOV and Data.Maryland.GOV.)

3.4.1.3 Group 3 – Budget Tracking, Reporting and Analysis

1. Budget tracking, forecasting and analysis: This function is currently performed with the support of dozens of Excel spreadsheets, MS Access data bases, and third-party reporting tools. This causes delays, inconsistencies and inaccuracies. The Offeror is requested to describe and discuss the budget tracking, reporting and forecasting capabilities of its

product. In addition, please include a brief discussion how legacy data sources from disparate systems (e.g. Personnel, Accounting) can be combined with the budget and performance data to support integrated data analysis needs. Note: there are at least 3 types of personnel systems and 5 types of accounting systems in use by the State. For purposes of sizing and staffing, please assume that the State will require interfaces with FMIS/R*Stars, SAP, PeopleSoft, Jenzabar, and Kuali accounting systems and Workday, PeopleSoft and SAP HR systems.

2. Creation, review and distribution of a 5-year forecast and plan: In addition to the annual budget, OBA requires this Solution to maintain a 5-year plan or forecast. This forecast is typically at a higher level (program or perhaps sub-program) and includes more emphasis on revenue figures than the annual budget. It is possible that detailed programs may also be included for 'what-if' analysis. The Offeror is requested to discuss the Solution's capabilities in assisting with long-term forecasting.

3. What-If Analysis: What-if analysis is required at all levels of the budget process, including changes in revenue and/or expenses ranging from a specific program in a particular agency/unit for a particular period of time (e.g. different entrance fees at Sandy Point State Park during the summer) to statewide (e.g. compare the impact of a COLA at 1.5%, 2% and 2.5%).

4. Reorganizations: The system must be able to model the impact of reorganizations in the State's organizational structure. For example, a particular program and its associated operating budget may move from one agency to another, or within an agency from one unit to another. How does the proposed Solution allow for historical comparisons, variance analysis, and access controls?

3.4.1.4 Group 4 – Data Maintenance:

1. Forms Maintenance: Budget submissions by the agencies include a number of forms and appendices, typically constructed in Excel format. We are including a list of the current forms (see also http://dbm.maryland.gov/budget/Pages/operbudget/OperatingBudgetInstructions.aspx). The Offeror is requested to describe its general approach for how data required for these types of appendices and forms will be gathered and incorporated into the agency's budget submission.

Form Name	Form Title
DA-1	Agency, Unit, Program Summaries of dollars, PINs, and contractuals
DA-2	Additional Justifications, Supplementary Material, or Data for Appendices in Budget Highlights book
DA-2A	Health Benefits calculation
DA-3A	Estimate of non-General Fund expenditures. Must be reconciled with totals in the budget submission
DA-8	Motor Vehicle Operation & Maintenance
DA-8AF	Motor Vehicle Operation & Maintenance, Alternative Fuel
DA-8AP	Motor Vehicle Operation & Maintenance, Add-on Packages
DA-20	Statement of Non-General Fund revenue. It must reconcile with totals in the budget submission.

DA-21A	Over-the-Target Request (Word Document)
DA-21B	Over-the-Target Request (Excel Form)
DA-22	Contractual Employees (This should reconcile to DA-1.)
DA-23	Schedule of Contracts/Interagency Agreements/Grants
DA-24	Schedule of Real Property Leases
DA-25A	Pay Plan Adjustment or New Classification Request: Justification
DA-25B	Pay Plan Adjustment or New Classification Request: Details
DA-25C	Pay Plan Adjustment or New Classification Request: Summary
DA-27	Indirect Cost Recovery and Reversion Reporting
Form 1	Revenue and Expenditure statement for FY-1, FY0, FY +1 for higher education institutions only
MFR	Template for performance measurement statistics. Excel Form.
Budget amendment	The budget amendment form (to increase or decrease an appropriation) is currently an Excel file with at least 4 tabs. The agency lists the beginning appropriations, additions or subtractions to each appropriation, and the sums.
Institutional profile	Data provided and printed in the budget book for each higher education institution: full time equivalent students, tuition rates, State funds per full time equivalent student, percent non-auxiliary funds, percent other race, percent full time, percent resident, percent undergraduate, and many more.
Reduction options	Reduction option forms where agencies list, by program and fund, potential reductions, with narrative explaining impact. There should also be a figure representing the amount of funding remaining in the budget for the same item after the reduction.

2. Identification of the fund and/or source of any budget line item: The new budget Solution must allow the agency to associate each expenditure line item with the source of those funds. This can be performed at any COA line item level. However there are instances where a particular program can have multiple funds (for example when a federal grant is a 'matching' grant that covers a percentage of a program's cost). It is necessary to identify not just the general source of funds (general versus federal) but also which specific federal grant or special fund (e.g. tuition) is being applied to the program.

3. Reporting of budgets and variances at the Fund and/or Fund Source level: The State's accounting system (FMIS/R*Stars) can track costs at the fund and source level. The EBS must allow for budgeting and reporting at the fund and source level.

4. (N) Support for balances, limits and restrictions on a fund source, including maximum amounts, distributions across fiscal years and restrictions as to the types of expenditures allowed (e.g. objects and sub-objects from the Chart of Accounts): The State desires the capability of having the fund sources (e.g. endowments, individual grants or state revenue sources) be managed as discrete entities within the application. A federal grant typically has restrictions as to duration, amount and frequently the type and scope of assets or services that it can be used for. Similar restrictions exist for other line items or fund

sources (e.g. State Arts Council must include an amount multiplied by a specific economic growth factor and the tourism-related requests cannot be less than $6 million). Describe how your Solution can meet this functionality. If it cannot meet this functionality, please state as such.

5. The creation and modification of employee positions (PINs) is currently tightly controlled, with new PIN creation requiring approval by OBA staff. Discuss how requested changes in headcount will be managed via the proposed Solution. Include discrepancy identification and reporting between EBS and the Personnel systems as well as processes for reducing the discrepancies.

6. Capital Projects: The State has two principal types of capital projects. Most are tracked through the CBIS system and are not in scope for this RFP. However, several agencies (e.g. MDOT, MdTA, and Stadium Authority) have capital projects which are in scope for EBS. For purposes of this RFP the State requests that any activities or licensing that are specific to capital project functionality are clearly identified on the Price Sheet.

3.4.1.5 Group 5 – Miscellaneous

1. File Imports and Exports: Currently, a large number of entities within the State require the ability to import budget information via a file. The Offeror is requested to discuss how loading a budget file can be accomplished, and how an externally created file interacts with the update permissions, change log, approval workflow, variance analysis and out-going interfaces (e.g. to an accounting system).

2. Attachments: The State requires the capability to add attachments at any level of the budget. These attachments become part of the budget form, and all permissions related to the budget workflow carry over to the attachment. There are several types of attachments, and the Offeror is to discuss how their Solution will track and manage each type:

    a. Work Sheets: Work sheets provide additional detail for a particular budget line item. The sum of the details carries over to the line item without manual data entry. An example would be a line item for leases with a value, and a work sheet showing the list of buildings and the costs for each one.

    b. Additional detail: Some attachments are used to further detail a line item, but only under specific circumstance or for a subset. For example, the sub-object for ‘contractual services’ must include a listing of all vendors exceeding a specified annual total. The list of vendors may not total the line item.

    c. Reporting Attachments: Some attachments (Word, Excel or PDF) are included as descriptions or explanations. These may include goals or achievements of programs or grants, agency missions or unit descriptions. They are typically attached in order to be included in the budget books, but may be used elsewhere as well. Note: The State is not looking for a full-featured document management system at this time. The focus is on efficient and accurate analysis and reporting.

    d. For each attachment type please discuss limitations and restrictions. Also, please discuss whether attachments can be ‘carried over’ from year to year. For example, leases in year 2 may be similar to year 1.

e. Please discuss whether antivirus scanning is integrated into the Solution and whether document uploads can be restricted to certain kinds of files (e.g. DOC, XLS, PDF and not EXE)

3. Workflow: For purposes of this RFP, workflow refers to the rules, controls, validations and security settings that allow a budget document or data to pass from one responsible party to another. Please use this section to elaborate on your Solution's workflow capabilities and constraints.

4. Agency-specific rules and workflow: The State includes a number of agencies with special work-flow requirements. The Offeror is to address how the proposed Solution can handle these modified workflows:

   a. Legislative Branch: The Department of Legislative Services (DLS) submits a budget, but it is not subject to review and oversight by the Executive Branch. It is included in the budget book like other agencies.

   b. Judicial Branch: Similar to DLS, the Judiciary's budget is not subject to review and oversight by the Executive Branch. However, the Judiciary's budget is reviewed by DLS and may be adjusted and modified by the Legislature. It is included in the budget book like other agencies.

   c. Non-Budgeted Agencies: There are agencies whose budget is not part of the budget bill as these agencies have no appropriated funds (for example MdTA). Most of these agencies still submit a budget to OBA but the workflow is modified as there are no 'targets,' no Governor's Allowance, and no modification by the legislature. The budgets may be included in the budget books, but not the budget bill.

   d. In addition to the general work flow described above, several agencies want to create their own internal workflow to coordinate the "Prep Agency Request" step. If the Offeror already discussed this capability in that section please reference it here.

3.4.2 Technical Requirements

The scope of this RFP includes the sizing, configuration, implementation and on-going support of the technical infrastructure associated with the Solution. This section is broken into three sub-sections: Section 3.4.2.1 asks the Offeror to describe the hardware and software environment for the proposed Solution. Section 3.4.2.2 lists selected technical features that will be used to evaluate the Offeror's product capabilities. Section 3.4.2.3 includes additional information regarding the scope and size of the EBS that should be included in the design and sizing of the proposal, but no explicit explanation or breakdown by line item is required in the Offeror's response.

3.4.2.1 Hardware and Software Infrastructure

As part of the proposal the Offeror shall describe the operating environment and proposed infrastructure. The State's evaluation criteria for this section are related to performance, scalability, flexibility and price.

Due to the inconsistent use of industry terms such as 'hosting' and 'software as a service', any use of such terms must be fully-defined within the context of the Offeror's proposal.

The RFP response must clearly state whether the infrastructure is part of the Offeror's service offering or must be procured separately by the State.

1. Hardware and Hosting

The State has chosen to use Amazon Web Services (AWS) as its hosting provider for the EBS project. The scope of this RFP includes the sizing, set-up, configuration and management of the cloud environment. The Offeror shall:

a. Describe the hardware environments included in your Proposal including size and number of instances, impact on performance, scalability, security, and disaster recovery.

b. Define when hardware and software procurement for non-production and production systems must occur. The State is interested in incremental provisioning for this project, to the extent practical.

c. Define how your Solution can be scaled to meet the State's seasonal computing needs both in terms of number of users and system criticality (e.g. increased system availability or other service levels during specific months).

d. Use on-demand or reserved instances available via Amazon's Web Services offering (https://aws.amazon.com/) in order to allow the State to compare the Proposals from various respondents. Specialized hardware not available from AWS must be listed separately using publically posted retail pricing. Note that the set-up, configuration and support of the technical infrastructure are part of the Offeror's responsibility even if the procurement is performed by the State.

2. Software

a. Offerors must list any software that the State is required to purchase or license. This includes server operating systems, end-user clients, tools, system components, data bases, and browser plug-ins. This also includes tools that may be required during the project development but not for on-going support. For each such software, the following information must be provided:

i. Name

ii. Manufacturer

iii. Purpose/Use

iv. Version

v. Number of licenses (split by user type, if applicable)

vi. License type (user, CPU, node, transaction volume, etc.)

vii. License term (annual, perpetual)*

viii. License restrictions, if any

ix. Availability of a maintenance agreement

x. One-time and/or recurring charges for licensing and maintenance (for Financial proposal only – **do NOT include in Technical Proposal**)

xi. Offeror relationship with manufacturer (Reseller, partner, etc.)

xii. Suggested Procurement Strategy (Offeror or State)

*Note: The State considers perpetual licenses to generally have a better total cost of ownership (TCO) than annual licenses. This calculation will be relevant for the evaluation of the financial proposal.

b. The Offeror can assume that all users will have a State-standard desktop and/or laptop with Windows 7, Office 2010 (but not Outlook), Chrome, IE11 and connectivity to the Maryland Network. Users typically do not have Administrator rights.

c. Any software required for the production instance of the Solution shall include a support agreement (and associated pricing) for the life of the Contract.

d. Refer to Section 3.3.2.4 for estimated user and transaction counts.

e. Explain any instance where a non-current version of the software is being recommended (e.g. 'n-1' version or beta software.)

f. The State will be purchasing licenses or subscriptions 'as needed'. While the technical proposal must list the purpose of each type of license, the Price Sheet must reflect the timing of the purchases. For instance, the State would only purchase production licenses shortly before the implementation date.

g. Offerors may propose free/open source software, but the State reserves the right to select a commercial equivalent. For each open source software package, list a commercial equivalent that the State may use.

3. Software Pricing

The Financial Proposal must include pricing for all software the State is required to purchase or license. This includes client-side software, excluding only Microsoft Windows and Microsoft Office.

Pricing must either reflect published list pricing (include link) or include documentation from the manufacturer or reseller that a quoted discount rate will be honored.

Offeror may summarize the one time and/or annual charge for licensing and maintenance of software that is included in the Solution.

4. Product Roadmap

The Offeror or manufacturer shall include a five-year product roadmap for the major software packages and components included in the technical architecture. The roadmap shall include:

a. Product vision and strategy

b. Release strategy

c. Support commitments and sunset dates

3.4.2.2 Selected Technical Features

1. Two-Factor Authentication: Describe how your Solution will meet the State's requirement for two-factor authentication.

2. Single Sign On (N): The State uses Microsoft Active Directory (AD) for authentication at the desktop level. The State also uses Google Apps for email, Calendar and GoogleDrive. Google authenticates via SAML. The Offeror is requested to describe how either of these technologies can be leveraged to provide EBS single sign-on functionality to the end user. Note that some agencies do not use Google email or may not have established relationships with other AD Forests. Users from those agencies still need to be able to sign in securely to EBS, although single sign-on is not required for these users.

3. User Account Management: The Offeror is requested to explain the following processes or tasks:

    a. Creating new accounts for new users. Note: EBS users do not associate with specific AD roles.

    b. Modifying access in accordance with changes in employee's job responsibilities.

    c. (R): Disabling accounts of inactive employees.

    d. (N): An automated process using the interfaces from Active Directory, GoogleApps or Workday is highly desirable.

    e. Configuring two-factor authentication

    f. Setting password complexity rules

    g. Setting up inactive session timer lockouts

4. Authorization: The Offeror is to describe how access controls are assigned to users such as:

    a. An agency user who only has access to a particular program at selected workflow steps

    b. A DLS user who has read access to all data at all agencies, but only after final workflow approval

    c. An OBA user who has full access to several agencies during multiple (but not all) steps of the workflow.

    (N): The ability to distribute security access controls to the agencies (i.e. having an agency security officer manage other users at that agency).

5. Electronic Signatures: The Offeror is to explain how the system incorporates electronic approvals into the workflow process, audit log and other areas where reviews, approvals, and audit trails may be required.

6. System Performance Measurements: The Offeror is to explain how the system's performance will be measured. The Offeror should describe what it considers acceptable performance from an end-user's point of view (e.g. response time of common transactions, system availability). Both the measures and the frequency of measurement will be included in a Service Level Agreement prior to implementation. See section 3.11, specifically 3.11.6.

7. Interfaces: The Solution requires interfaces to a variety of systems at the State and within some agencies. The Offeror shall discuss the Solution's technical capabilities for periodic and/or event-based interface processing, including error handling, cross-walks (e.g. agency sub-objects mapping to Comptroller codes), auditing and security.

8. Encryption and Data Security: Security standards for the State mandate that Confidential or Sensitive Data be secured. The Offeror shall explain how data at rest and in transit will be secured. This includes all systems under the control of the EBS (including interface files) but does not include data a user may export (e.g. Excel spreadsheets) from the system.

9. Disaster Recovery: The Solution requires a disaster recovery (DR) site and plan created and maintained by the Contractor. The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive. The DR plan shall include processes and procedures for ensuring a recovery time objective of twelve (12) hours from notification and a recovery point objective of one (1) hour or less prior to the outage and significant deviations from these levels will be included in the technical evaluation.

   As part of the hardware topology and sizing described in section 3.4.2.1 the Offeror shall include the proposed disaster recovery (DR) equipment and service levels.

   At least one of the tests each calendar year shall include backup media restoration and failover / fallback validation at the DR location.

10. Backups: As part of the software installation and configuration the Contractor shall create a backup schedule for all application and configuration data that would allow the support staff to restore the application to full operability on suitable hardware. The backup shall consist of at least:

    a. Incremental daily backups, retained for one month
    b. Full weekly backups, retained for three months
    c. Last weekly backup for each month maintained for two years
    d. One backup per year will be maintained for the duration of the Contract
    e. The weekly backup shall be sent electronically to a facility of the State's choosing, encrypted with a key available to the State
    f. The Contractor shall perform a backup recovery at least semi-annually
    g. The Contractor shall support the State's recovery of a backup set on demand.

3.4.2.3 Scope and Sizing of Technical Components

1. Environments: The State will require operating environments sufficient for all phases of the project life cycle. Some may be temporary (e.g. to support data conversion) while others will be required for the life of the State's use of the Solution (e.g. production, DR). The Offeror is to list the number, purpose and life cycle of each of the environments required throughout the life of this Solution. For each environment, please also indicate its size relative to production (e.g. "the training environment will contain a couple of sample agencies and about 10% of the data volume of production.")

   Note: The documentation listed in item 4 below is required for each environment.

2. Interfaces: All interfaces to partner systems (FMIS, WorkDay, PeopleSoft, etc.) should be file based and independent of software versions. The Contractor is responsible for being able to send/receive and process either an existing file layout or a new file layout that is mutually agreed upon between the project team and the third-party system operator. The Contractor is not responsible for any development or configuration that may be necessary on the part of the third-party system. The Contractor is required to support a reasonable period of interface testing with each of the third party systems. All software versions can be assumed to be currently supported by their respective manufacturers. All interface file exchanges will be independently scheduled and must be capable of running at least daily.

   The following interfaces will be required and will be prioritized as appropriate:

   a. Bi-directional interfaces for accounting and budget data with FMIS, PeopleSoft and SAP and agency-specific systems such as PeopleSoft, SAP and Kuali.
   b. Bi-directional interfaces with the Workday personnel system (SPS), as well as personnel systems at other agencies, including MDOT and USM.
   c. Export files of periodic data packages for use by other agencies.
   d. All interfaces internal to the proposed Solution (e.g. between transactional and data warehouse components) or interfaces needed to satisfy requirements spelled out in Section 3.4.2.1 or Attachment W (e.g. single sign-on).

   In observance of the State's security policies (www.DoIT.maryland.gov - keyword: Security Policy), all interface data must be encrypted while at rest and in transit.

3. Data Conversion

   The conversion of current, reference and historical data is also part of the Offeror's scope. For purposes of sizing the following data stores must be converted or otherwise made available in the budget system:

   a. Ten years historical budget and 'actuals' data from the accounting system(s). This includes ten years of monthly balances, two years of detailed transactions, ten years of budget appropriations and two years of budget amendments
   b. Ten years position detail from personnel systems including incumbents, vacancies, and moves
   c. Support for the loading of up to ten (10) years' agency-specific historical data as identified for that agency.
   d. The periodic loading of development, test and training environments with a reasonable subset of the total data.

4. System Documentation

   System Documentation will be created and maintained by the Contractor during the course of the project and, as appropriate, kept up to date during any break/fix and O&M period. All documents become property of the State.

3.5 Performance Work Statement

3.5.1 Technical Services

The Contractor shall provide technical products and services to accomplish the installation, requirements elaboration, design, configuration, test, training, deployment, operations, maintenance and enhancement of the EBS Solution.

The selected Contractor shall be responsible for delivering:

ID	Deliverable Name	Description
EBS01	Licensing	Solution licensing valid for at least seven (7) years
EBS02	Infrastructure	Setup, configuration and support agreements for cloud-based hardware and software for the duration of the Contract
EBS03	EBS Solution	Detailed design, configuration and customization (as required) of the Solution to meet the functional and technical requirements
EBS 04	Requirements Traceability	Must provide the State visibility into how each requirement is satisfied by the Contractor's Solution and how the Contractor is addressing the design, development, verification, validation, and tracking of their Solution's performance against the State's business requirements and workflows. Traceability includes the State's objectives and high level features specified in this RFP; features or stories identified during sprints; and test cases/scripts used to evaluate Solution capabilities and performance. Note: The State has chosen the Rational CLM suite to manage requirements, test cases, defects and requirements verification. If the Offeror proposes a different tool for this purpose, please explain the advantages this provides to the State.
EBS05	Test Capability & Reporting	Functional and technical test case creation, execution and reporting as well as automated regression and performance testing
EBS06	Acceptance Testing Support	Confirmation that the EBS Solution functions as required by the State Documented report of test results for each release. Defect log that documents all defects identified during Acceptance Testing. Acceptance Test shall include, but is not limited to, a detailed listing of supplied input, expected results, tested results and pass or fail, detailed listing of failed tests, remediation plan of failed tests, percentage of passing and failing, and critical functionality unable to pass tests that jeopardize production go live date.
DA01	Data Conversion	Data conversion, loading, and validation including all necessary reference data and at least 10 years of historical budget and actual expenditure data
DA02	Test and Training Database and Load	A fully configured test database loaded with sufficient test data to perform the non-production activities including training, data validation and Acceptance Testing. Ability to log-in to the Solution with different user roles. Ability to reload and back-up and restore test data.
DA03	Initial User Load	Loading and configuration of the initial set of users (approximately 1000), including the assignment of permissions according to job function and Agency.
DA04	Master Data Management	Master Data Management processes, tools and cross-walk tables for management of specific reference data between enterprise systems, including 'Chart of Accounts' values, positions and vacancy data from the personnel systems.
DA05	Interfaces	Interfaces to/from various related systems. The required interfaces are identified and explained in more detail in section 3.4.2.3

ID	Deliverable Name	Description
SD01	User Support	On-location user support during the first budget creation cycle (12 months).
SD02	User Support Hypercare	Provide client or network configuration and troubleshooting during development, testing and the first budget cycle.
OPS01	O&M Services	Operations and maintenance support of the EBS Solution for the duration of the Contract period
OPS02	Performance Data	Definition, set-up and testing of Solution performance measures and service levels
OPS03	Service Level Agreements	Recommendation and negotiation of service levels that are acceptable to the State (for both application performance and ongoing support)
OPS04	Service Level Agreement Reports	Periodic performance reports against agreed upon SLAs.
OPS05	User Support	Tier 2 Help Desk support as well as escalation to Tier 3 when necessary.
OPS06	Security Testing	Provide support for external security and penetration testing
DOC01	SDLC Documentation	Applicable DoIT SDLC required documents (http://doit.maryland.gov/SDLC/COTS/Pages/Phase01Multiple.aspx) phases 4 though 10
DOC02	Solution Architecture	The description of the proposed Solution and all its parts
DOC03	System Components	A listing of all the components used by the Solution.
DOC04	Logical Data Model	A model showing the data entities and business-relevant attributes of the proposed Solution
DOC05	Data Dictionary	Definition of each data field visible to the user, including meta-data such as technical and display name(s), length, format and content restrictions. Where a data field is used in multiple systems under different names that traceability is included here as well.
DOC06	Data Flows and Data Stores	Architectural diagram showing the data in-flows and out-flows of the various system components.
DOC07	Internal & External Interfaces	All interfaces required by the Solution, including those between major Solution components
DOC08	Maintenance Procedures	Procedures required to maintain the Solution, including periodic and ad hoc processes. Includes, but is not limited to: backups, data base re-orgs, clearing temporary files, flushing logs and queues. This shall also include archiving procedures.
DOC09	Backup, Recovery and DR Procedures	Backup and disaster recovery procedures, instructions, jobs and checklists
DOC10	Configuration Settings	Documentation of the various settings used to configure and tune the Solution and all its components
DOC11	Source Code	Any source code written to customize or modify the Solution for the State's requirements must be documented and provided to the State.
DOC12	Hardware Model	Specifications of the various hardware components used to operate the Solution, including physical and virtual servers, storage arrays, firewalls, load balancers, etc. A separate document with root-level access credentials must also be provided to the State.

ID	Deliverable Name	Description
DOC13	Network Diagram	The Contractor shall prepare and maintain a network diagram showing load balancers, firewalls, ports, applicable routing tables, IP addresses and host names.
DOC14	Miscellaneous Documentation	Additional documentation as recommended by the Contractor or as is determined to be needed to support the EBS Solution.

3.5.1.1 User Support and Service Desk

The State is envisioning a user support and service desk that has 3 tiers.

Offerors shall assume the following definitions or recommend a different model.

a. Tier 1: Basic level of customer support. Ticket creation, triage calls to determine problem source (application, network, hardware, and training), customer interaction and routing to appropriate tier 2, if necessary.
b. Tier 2: Application and possibly network and hardware support. Includes detailed technical and business process knowledge and problem management skills. Interaction with Contractor professional services, configuration or development teams. In-depth knowledge of configuration management. Escalation to tier 3, if necessary.
c. Tier 3: Typically the Product Support team at the manufacturer of the software or hardware.

The Offeror is required to provide the following:

a. An explanation of the Offeror's service offerings related to on-going user support.
b. Explanation of support tiers, if different from the above.
c. An explanation of the Offeror's or Manufacturer's user support service offerings included in this proposal, either explicitly staffed or as part of the on-going subscription and/or license payments.
d. (N): The proposed long-term staff levels for a Tier 1 Service Desk (listed separately on the price sheet).
e. A proposed user support approach for the first budget cycle assuming a May rollout and a budget calendar similar to the current dates published at http://dbm.maryland.gov/budget/Pages/cycle-calendar.aspx.

3.5.1.2 Operations and Maintenance

Independent of the Service Desk, the Offeror shall include a proposed Operations and Maintenance (O&M) organization to support the State following implementation. This organization will be responsible for (at minimum) environment support, patching, backups, DR testing, break-fix analysis and correction, minor enhancements, component updates, and support for OBA subject matter experts in data analysis and reporting. In your response please include:

a. Scope of the O&M organization proposed by the Offeror
b. Level of interaction and distribution of responsibilities with the manufacturer of the software package(s)
c. Structure and location of the O&M team
d. Service levels and response times for issue identification and resolution
e. Identification of dedicated versus pooled resources

f. Strategy for continuous improvement
g. Processes and controls for cost minimization
h. Charges (for the financial response) using fixed and variable costing where appropriate.

3.5.1.3 Break/Fix Support

a. The Contractor shall, at no additional cost to the State and for the period of one (1) year, perform problem resolution and correct any identified defects in the elements of the EBS Solution for which the Contractor had implementation responsibilities.
b. The one-year period shall apply for every function or feature included in a release during the Contract base period for the period of one (1) year after the release date.

3.5.2 Business Change Management and Training Services

The selected Contractor shall provide business change management and training services and associated materials.

The selected Contractor shall be responsible for delivering:

ID	Deliverable Name	Description
PROC01	Business Change Management Plan (BCMP)	The Contractor shall provide, maintain and execute against a BCMP that will guide the transition of enterprise budgeting work currently performed by the state to enhanced and more efficient "to-be" processes as enabled by the EBS Solution.
PROC02	Business Processes	The Contractor shall provide to-be business process models, to include process definitions, for "to-be" processes in accordance with industry standard documentation formats as proposed by the Contractor.
PROC03	Stakeholder Communications	The Contractor shall provide newsletter, email, briefing and other similar content to inform EBS stakeholders regarding EBS.
TRN01	Training Strategy	The Contractor shall provide a high-level training strategy to describe its approach to knowledge transfer to EBS stakeholders.
TRN02	Training Plan	The Contractor shall provide, maintain and execute against a Training Plan that guides outreach and training activities. (E.g., objectives, delivery methods, curriculums, pre-requisites, target audiences.)
TRN03	Training Schedules	The Contractor shall provide a schedule of outreach and training events.
TRN04	Training Rosters	The Contractor shall provide rosters to include invitees to specific outreach and training events.
TRN05	Training Materials	The Contractor shall provide online, briefing and classroom materials needed to execute outreach and training activities as defined in the Training Plan.
TRN06	Training Delivery	The Contractor shall deliver training in accordance with the Training Plan and Training Schedules.
TRN07	Training Records	The Contractor shall provide Training Records to support analysis of training participation and effectiveness.
TRN08	Miscellaneous Documentation	Additional deliverables as recommended by the Contractor or as is determined to be needed to achieve business change management and training objectives.

3.5.2.1 Business Change Management

The Contractor shall provide services to facilitate business change management where the EBS Solution provides the State the opportunity to improve current enterprise budgeting business processes, procedures and data management as described in this RFP.

The Contractor will also provide services to define and execute a stakeholder communications strategy and deliver training to ensure the user community is prepared for adoption and use of the EBS Solution.

3.5.2.2 Training

The Contractor shall provide training for users of the EBS. The Contractor shall provide a training program that addresses the training requirements of all defined user type/roles.

1. The proposed training program shall include at a minimum:

    a. Types of training recommended (Instructor-led, Computer Based Training, Webinar, etc.) for each user type/role
    b. Hours of training for each user type
    c. Training syllabus/curriculum outlines
    d. Training materials (presentations, handouts, user guides, updated budget instructions)
    e. Training Plan that includes all of the above

2. Charges associated with each type of training, as well as other training deliverables, shall be included as separate Deliverables in the Offeror's Price Sheet. Charges shall be inclusive of all activities necessary to complete training such as:

    1. Resource hours
    2. Travel costs
    3. Training material production costs

3. The State shall require different types of training materials and techniques for the various user roles. The Offeror awarded this Contract shall provide the training defined below for each user role. There are approximately 1,000 users with the following roles/descriptions:

    a. Dashboard and Reporting (approximately 500) are users who typically access the system to look up information. They will access dashboards and reports, with the ability to drill down for additional information.
    b. Program Managers (approximately 150, read-only) require training in managing budgets at the program level, including an overview of the budget creation process, fund and source allocations, variance analysis and reporting. This training material will be provided to the agencies for customization and distribution at the agency level.
    c. Program Managers (approximately 100, edit) require training in creating and managing budgets at the program level, including the initial creation of a program budget, fund and source allocations, variance analysis and reporting.
    d. State Budget Officers and Analysts (approximately 200) require training in all agency-specific functionality. This will include the creation and administration of workflow at the agency level, administering users, setting user security permissions

and creating reports. This role includes everything in scope of the Program Manager training.

e. OBA Analysts (approximately 25) require training in all aspects of the implemented functionality, including the creation of templates and the modification of reference data. OBA analysts will also be trained in processes normally reserved for Tier 1 support. This role includes everything in scope of the Budget Officer training.

f. OBA Staff (approximately 5) require training in administrative aspects of the system, including the creation of templates, modifying and scheduling interfaces, mass updates, archiving and backup retrieval, etc. Administration also includes creating workflows, updating configurations, defining business rules, administering users, configuring pages, creating reports, setting user security permissions (field-level access configuration), monitoring system performance, and reviewing system usage and user activity.

4. Additional user types/roles may be identified during the execution of the development life cycle. The Offeror shall be able to adjust the training plan as necessary to account for this. However, the total number of users requiring training should not significantly change from the numbers defined in this section.

5. Training materials shall include quick-start guides, user guides, how-to documentation, and FAQs, as appropriate. All training materials shall be available via the DBM web site or from within the application.

6. The Offeror shall customize existing training presentations or written materials, addressing modifications, configurations, and procedures employing the State's terminology.

7. In addition to training during the initial implementation the Contractor shall also provide annual refresher training not to exceed 25% of the initial population at appropriate times during the budget calendar.

8. The following resources and constraints are known at this time:

   a. The State will provide training facilities across the State that are equipped with training rooms and workstations so that each trainee will have an opportunity for hands-on practice.

   b. The Contractor shall conduct each type of training for each category of user role identified above.

9. The State reserves the right to purchase additional training from the Offeror. The Offeror shall propose additional training that augments the requirements stated above.

3.5.3 Project Management Services

The contractor shall provide project management services to manage the Offeror's Solution delivery approach and resources using industry standard and best-practice project management methods.

The project management activities in the table below are included in the scope of the Offeror's services. Section 3.5.5 lists draft deliverable items required as part of the Offeror's response.

After Contract award the Contractor will work with the State's project management team to create a consolidated set of project management deliverables and maintain them during the course of the Contract.

ID	Deliverable Name	Description
PM01	Project Management	The Contractor shall provide and maintain a Project Management Plan and provide Project Management services compliant with current Project Management Institute (PMI) standards and addressing all ten (10) Project Management Body of Knowledge (PMBOK) areas with references to the State SDLC, where appropriate.
PM02	Project Schedule Management	The Contractor shall provide, maintain and manage the Project Schedule including all expected work packages, milestones, deliverables, activities and recurring project meetings in Microsoft Project 2010. Project Schedule shall indicate dependencies, critical path calculations and appropriate milestones to support progress tracking and include at least name, work or duration, planned start, planned finish, and predecessors. The Contractor shall produce a summarized version of the project schedule suitable for overseeing the project and measuring overall progress. Gantt charts and other progress tracking tools such as dashboards shall be created to convey project status. The Project Schedule shall clearly indicate State tasks. All task durations and review cycles shall be calculated in State working days (not calendar days durations).
PM03	Staffing Plan	The Contractor shall provide and maintain a Staffing Plan and showing the Key Personnel and other resources that will be active on all phases of the project to include O&M. For each proposed labor category (Attachment T) resource please list • the labor category, • number of resources, • Contractor or sub-contractor status, • expected tasks and deliverables, • working days, • hours per month, • dates active (roll-on & roll-off), and • work location (State-Site or Contractor-Site). This section may also include alternative work locations and tele-commuting/tele-work proposals if they are advantageous to the State. Note: Only include those labor categories in Attachment T that your proposed Solution requires. Please also include the number, type, and participation levels expected for State personnel.
PM04	Project Communications	The Contractor shall provide, maintain, and execute against a Project Communications Plan to keep all stakeholders informed and involved. The Contractor shall participate in the communications activities with the stakeholders and user community. This shall include user outreach activities, contributing to periodic newsletters, and Advisory Group presentations.

ID	Deliverable Name	Description
PM05	Risk Management	The Contractor shall provide, maintain, and execute against a Risk Management Plan, including the identification of probable risks. The Offeror will be participating in the Program's Risk Management activities, and may be required to manage or mitigate risks or issues identified throughout the course of the project activities.
PM06	Status Reports	The Contractor shall provide a periodic (e.g., weekly) report, to includes status of work planned versus completed, description of work accomplished for the previous/current period, and plans for the next reporting period, along with risk and issues registers, status of software defects, price variances, and all deliverables for the previous and current month.
PM07	Contract Performance Measurement	The Contractor shall provide and maintain a plan and process for ensuring that actual project performance matches the estimates provided in the Project Management and Project Staffing plans. The Contractor shall provide performance reporting in accordance with these plan, to include the project performance reporting discussed in section 3.5.4. This also includes continuous improvement practices and corrective actions that can be taken.
PM08	Test Master Plan	The Contractor shall provide, maintain and execute against a Test Master Plan that establishes quality control practices for all Solution functions including system performance and system reliability.
PM09	Configuration Item Management (CM)	The Contractor shall provide, maintain and execute against a Configuration Item Management Plan that 1) informs project stakeholders of the processes used to manage the definition, construction, and configuration of the EBS Solution, 2) identifies what CM tool(s) will be employed to accomplish number 1, and 3) describes how the Contractor's Solution team will apply the tool(s) to promote success and ensure system configuration items are controlled. The Contractor shall be responsible for maintaining an inventory of all configuration items that make up the Solution. All changes in configuration items must be tracked, and must remain auditable for the duration of the contract. Note: The State has chosen the Rational CLM suite to manage requirements, test cases, defects and requirements verification. The State will provide licenses to the Contractor staff as required. If the Offeror proposes a different tool for this purpose, please explain the advantages this provides to the State.
PM10	Release and Deployment Management	The Contractor shall provide, maintain and execute against a Release and Deployment Management plan that outlines the Offeror's processes and procedures to plan, schedule and control the movement of releases to test and production environments, while ensuring that the integrity of the live environment is protected and that the correct components are released. The Contractor shall provide leadership and coordination for project activities to ensure a smooth rollout of each of the individual releases.
PM11	Application Performance Measurement Criteria	The Contractor shall provide recommendations on how the performance of the Solution should be measured (e.g. average and peak response times, availability, transaction counts), including the measures that the Offeror considers acceptable. These will form the basis of a formal SLA for the O&M phase of the Contract. See Section 3.11.6.

ID	Deliverable Name	Description
PM12	Incident and Service Request Management Plan	The Contractor shall provide, maintain and execute against an Incident and Service Request Management plan that outlines the Contractor's processes and procedures to service requests and/or restore services back to the agreed-upon levels as quickly as possible within the terms of the SLA. The Offeror is shall provide a capability for reporting incidents and service requests. Elapsed time for an initial response and final resolution shall be tracked, with proactive problem identification and management. See also section 3.11.
PM13	Annual Software Support	The Contractor shall provide • Licensing and support contracts for all Software required by the Offeror's Solution for the life of the Contract. • A Service Desk that is available by telephone to the software support technicians and system administrators during business hours. Flexible extended hours during critical times of the budget calendar are a plus. • Defects resolution • Enhancements and updates to software components as they become available.
PM14	Transition Out Plan	The Contractor shall provide a plan in accordance with the requirements in section 3.6.4.

3.5.4 Cost Control and Earned Value

Contractor shall submit on a monthly basis Cost Performance reports, including earned value reporting. The baseline shall be the proposed charges, Project Plan and Staffing Plan submitted in response to this RFP. Contractor shall also submit and implement improvement plans if either the Cost Performance Index (CPI) or Schedule Performance Index (SPI) is 0.9 or below.

A reference for the State's reporting expectations can be found in *A Guide to the Project Management Body of Knowledge (PMBOK© Guide) – Fifth Edition* (see sections 6.7.2.1 and 7.4.2). The Contractor shall provide current period (monthly) and cumulative performance data as defined in *PMBOK© Guide Table 7-1 Earned Value Calculations Summary*. The Contractor shall provide data both in tabular and graphical formats to show performance trends and projections. For the size of this project the State is requires Contract Performance Report similar to those below as a minimum reporting standard (i.e. Format 1 and Format 5).

CONTRACT PERFORMANCE REPORT
FORMAT 1 - WORK BREAKDOWN STRUCTURE

1. CONTRACTOR	2. CONTRACT	3. PROGRAM	4. REPORT PERIOD
a. NAME	a. NAME	a. NAME	a. FROM (YYYYMMDD)
b. LOCATION (Address and ZIP Code)	b. NUMBER	b. PHASE	b. TO (YYYYMMDD)
	c. TYPE		

5. CONTRACT DATA

a. QUANTITY	b. NEGOTIATED COST	e. TARGET PRICE	f. ESTIMATED PRICE	g. CONTRACT CEILING	h. ESTIMATED CONTRACT CEILING

6. ESTIMATED COST AT COMPLETION	MANAGEMENT ESTIMATE AT COMPLETION (1)	CONTRACT BUDGET BASE (2)	VARIANCE (3)
a. MOST LIKELY			

7. AUTHORIZED CONTRACTOR REPRESENTATIVE	
a. NAME (Last, First, Middle Initial)	b. TITLE
c. SIGNATURE	d. DATE SIGNED (YYYYMMDD)

8. PERFORMANCE DATA

ITEM	CURRENT PERIOD					CUMULATIVE TO DATE					AT COMPLETION		
	BUDGETED COST		ACTUAL COST	VARIANCE		BUDGETED COST		ACTUAL COST	VARIANCE				
	WORK SCHEDULED	WORK PERFORMED	WORK PERFORMED	SCHEDULE	COST	WORK SCHEDULED	WORK PERFORMED	WORK PERFORMED	SCHEDULE	COST	BUDGETED	ESTIMATED	VARIANCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)	(16)
a. WORK BREAKDOWN STRUCTURE ELEMENT													
b. COST OF MONEY													
c. GENERAL AND ADMINISTRATIVE													
d. UNDISTRIBUTED BUDGET													
e. SUB TOTAL (PERFORMANCE MEASUREMENT BASELINE)													
f. MANAGEMENT RESERVE													
g. TOTAL													
9. RECONCILIATION TO CONTRACT BUDGET BASE													
a. VARIANCE ADJUSTMENT													
b. TOTAL CONTRACT VARIANCE													

CONTRACT PERFORMANCE REPORT
FORMAT 5 - EXPLANATIONS AND PROBLEM ANALYSES

1. CONTRACTOR	2. CONTRACT	3. PROGRAM	4. REPORT PERIOD
a. NAME	a. NAME	a. NAME	a. FROM (YYYYMMDD)
b. LOCATION (Address and ZIP Code)	b. NUMBER	b. PHASE	b. TO (YYYYMMDD)
	c. TYPE		

5. EVALUATION

Problem Analysis:

Task/Project Impact:

Corrective Action Plan:

Discussion should include but is not limited to:

Summary Analysis

Summary of Overall Contract Variances

Changes in Undistributed Budget

Changes in Management Reserve

Discussion of Over Target Baseline and/or Over Target Schedule incorporation

Analysis of Significant Variances: (identify and describe each)

Type and Magnitude of Variance

Explanation of Significant Reasons
Effect on Immediate Task
Effect on Total Contract
Corrective Actions Taken or Planned

3.5.5 Service Delivery Evaluation Criteria

For purposes of the technical evaluation the Offeror shall include in its response the documents listed in the table below. Please refer to section 4.2.2 in regards to the placement of each of these documents in the Technical Proposal

ID	Name	Response Location	Contents and Criteria

ID	Name	Response Location	Contents and Criteria
1.	Solution and Services Overview	Tab E	The Offeror shall provide an overview of the methods, processes and activities that the Offeror will engage in order to provide the Solution to the State, to include the Offeror's expectations of State PMO and SME staff and activities taking place onsite versus off-site. This overview shall also demonstrate how the Offeror has evaluated the project effort and describe its procedures and plans for ensuring that the project remains on schedule. If applicable, include the Definition of Done that the Offeror is planning to use for the project.
2.	Project Management Plan	Tab Q	The Offeror shall provide a draft Project Management Plan compliant with current Project Management Institute (PMI) standards, and mapping to the State's SDLC.
3.	Project Schedule	Tab Q	The Offeror shall provide a draft Project Schedule including expected work packages, milestones, deliverables, activities and recurring project meetings. Schedule shall indicate dependencies, critical path calculations and appropriate milestones to support progress tracking and include at least name, work or duration, planned start, planned finish, and predecessors. The schedule or milestone shall also address the critical business process and functionality portrayed in the chart in section 3.3.4.
4.	Staffing Plan	Tab Q	The Offeror shall provide a draft Staffing Plan as described in section 3.5.3 This section may also include alternative work locations and telecommuting/telework proposals if they are advantageous to the State. Note: Only include those labor categories from Attachment T that your proposed Solution requires. The Offeror shall also identify its expectations for the participation of State personnel as required to support the Offeror's approach.
5.	Test Strategy	Tab E	The Offeror shall provide a summary of Offeror's testing strategy, including Offeror and State responsibilities, testing tools, and number of cycles. The Offeror shall include a conceptual discussion of • features to be tested, features not to be tested • test environment requirements • test pass/fail criteria • test case and test script management • test traceability • test results reporting • test process defect and change management considerations • acceptance test • performance and stress testing • regression test approach for software and environment updates • non-visual access testing
6.	Training Strategy	Tab E	The Offeror shall provide a summary of Offeror's training strategy, including training modes, existing or custom materials, and expected audience and duration.

3.6 General IT Project Requirements

3.6.1 Required Project Policies, Guidelines and Methodologies

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

A. The State of Maryland System Development Life Cycle (SDLC) methodology to include adaptation for use of Agile Practices at: www.DoIT.maryland.gov - keyword: SDLC;

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

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

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

E. The Project Management Body of Knowledge (PMBOK) at http://www.pmi.org/PMBOK-Guide-and-Standards.aspx

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

3.6.3 Transition-In Requirements

The RFP response requires a number of project management documents to be drafted and submitted (Section 3.5.5). Within 60 calendar days of contract start the Contractor shall update all documents and submit them to the Contract Manager for approval.

3.6.4 Transition-Out Requirements

1. The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-Contract transition (Transition-Out) to the State or a third party, e.g., a successor contractor, as directed by the Contract Manager. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
2. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Manager.
3. The Contractor shall provide a draft Transition-Out Plan 120 business days in advance of Contract end date.
4. The Transition-Out Plan shall address at a minimum the following areas:
   a. Staffing and any staffing concerns/issues related to the closeout of the Contract;
   b. Communications and reporting process between the Contractor and the Contract Manager;
   c. Security;
   d. Any hardware/software inventory;

e. Transfer of any required software licenses to the State or the State's designee;

f. Any final training of State staff or another State agent's staff;

g. Connectivity services provided, activities and approximate timelines required for Transition-Out;

h. Knowledge transfer, to include:

i. A working knowledge of the current environment as well as the general business practices of the State;

ii. Review with DoIT the procedures and practices that support the business process and current environment;

iii. Working knowledge of all technical and functional matters associated with the System, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract;

iv. Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract;

v. A working knowledge of various utilities and corollary software products used in support and operation of the System;

i. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and

j. Any risk factors with the timing and the Transition-Out schedule.

k. The Contractor shall document any risk factors and suggested solutions.

5. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Manager.

6. If the Contractor is providing or managing the hosting services, the Contractor shall provide copies of current daily and weekly back-ups to the State or a third party as directed by the Contract Manager as of the final date of transition, but no later than the final date of the Contract.

3.6.5 Software, Hardware and Hosting Procurement

3.6.5.1 By responding to this RFP and accepting a Contract award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this RFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

3.6.5.2 The State requires that the Offeror price individual software modules separately.

3.6.5.3 The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.

3.6.5.4 The Offeror shall install the software and provide all documentation as required in Section 3.4.2.1.

3.6.6 Custom Software

A. 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.

B. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, or 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 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.

3.6.7 Custom Source Code

A. 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 at the State's sole option, deliver two copies of each software source code and software source code documentation to a State-approved escrow agent following the terms set forth in the sample contract (Attachment A) and in Section 3.6.8.

B. 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 codes.

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

3.6.8 Source Code Escrow

A. The Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location that is located in the Baltimore/ Washington area of Maryland that is acceptable to the State.

B. The Contractor shall provide the following:

1. Name, address, and telephone number of the third party that acts as escrow agent;
2. Source code escrow procedures;
3. Name, address, telephone number of party who audits escrow account;
4. Frequency of updates and maintenance of source code at escrow agent; and
5. Description of third party licensing arrangements and associated charges.

C. As an alternative to paragraphs A and B above, the Contractor may provide the source code to the State as part of a project deliverable, database backup, or software licenses agreement, provided that this source code is kept current and operational.

3.6.9 Data

A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of this 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.

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

3.6.10 Information Classification

Information classification pertains to all information within State of Maryland systems that is processed, stored, or transmitted via any means. This includes electronic information, information on paper, and information shared orally or visually. Data and record custodians shall adhere to this policy and educate users that may have access to Confidential information for which they are responsible.[2]

The EBS Solution will include:

- Information that is classified as "Public"; and
- Information that is classified as "Confidential Privileged".

The EBS Solution may include "Confidential Personally Identifiable Information (PII)." While not intended as a collection repository for PII, the EBS Solution cannot prevent the upload of documents that may contain incidental PII, thus the Solution must also be capable of properly protecting this class of information.

The EBS Solution will not include "Confidential Sensitive" information as defined in the State's published Information Security Policy.

The EBS Solution must have the ability to apply appropriate controls over the data it accesses, manages and manipulates based on the classification (public or confidential) of that data in business context. All Confidential information shall be clearly identified as "Confidential" and will be subject to the State's handling guidelines as presented in State of Maryland Information Security Policy. This policy includes guidelines for document marking, access, distribution within State of Maryland systems, distribution outside of State of Maryland systems, storage, and disposal/destruction.

3.6.11 Travel Reimbursement

3.6.11.1 Routine Travel is defined as travel within a 50-mile radius of the Department'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.

3.6.11.2 Non-routine travel is defined as travel beyond the 50-mile radius of Department'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 -

[2] State of Maryland Information Security Policy located at http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx

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 paragraphs 1 of this section, 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.

3.6.12 Contract Cost Control and Cost Performance Reporting

The Offeror shall institute cost control and cost performance reporting using Earned Value Management (EVM) techniques and reporting that comply with ANSI/EIA-748. At a minimum, the Offeror shall deliver a monthly Cost Performance Report (CPR) in accordance with the requirements of section 3.5.4.

3.7 Security Requirements

The following requirements apply to Contractor and Subcontractors who host the implemented Enterprise Budgeting System for the State and as such will receive and store Sensitive Data including Government Budget Data contained in EBS. These requirements apply to both the implemented production EBS and the system and/or user acceptance testing of the new system prior to implementation.

3.7.1 Employee Identification

3.7.1.1 Each person who is an employee or agent of the Contractor or Subcontractor (Contractor Personnel) shall display their ID badge at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

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

3.7.2 Information Technology

3.7.2.1 The Contractor and Contractor Personnel shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.2.2 The Contractor and Contractor Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.7.3 Security Clearance / Criminal Background Check

A. A criminal background check shall be completed for any Contractor Personnel providing any services under the Contract.

B. 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.

C. 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 employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.

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

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

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

3.7.4 On-site Security Requirement(s)

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.

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

B. 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 terminate the Contract for default.

C. 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 of items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.

3.8 Labor Categories and Qualifications

3.8.1 Labor Categories

A comprehensive list Labor Categories are identified and described in Attachment T. For purposes of planning and staffing the project, the Offeror should assign planned staff the Labor Category that most closely resembles the duties, skills and experience of the planned position.

Offerors shall submit on the Price Sheet (Attachment F) 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 1.23.1. 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, Duties, 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.

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

3.8.2.1 Substitution of Education for Experience.

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

3.8.2.2 Substitution of Experience for Education.

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

3.8.2.3 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.

3.9 Performance and Personnel

3.9.1 Work Hours

A. Business Hours Support: The Contractor's collective assigned personnel shall support core business hours, Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department. 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.

B. 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.

C. 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.

D. Minimum and Maximum Hours: Full-time Contractor personnel shall work a maximum of 8 hours per business day, calculated on a monthly basis. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Requests for extended hours must be approved by the Contract Manager prior to exceeding the monthly limit.

E. Vacation Hours: Requests for leave longer than 2 days shall be submitted to the Contract Manager at least one month 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.

3.10 Problem Escalation Procedure

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

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

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

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

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

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

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

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

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

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

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

3.11 Service Level Agreement (SLA)

Please also refer to section 3.4.2.2, subsection 6.

3.11.1 Service Level Agreement Liquidated Damages

Time is an essential element of the project and it is important that the work be vigorously pursued until complete. For work that is not completed within the time(s) specified in the performance measurements below, the Offeror shall be liable for liquidated damages in the amount(s) provided for in this Agreement, 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 Offeror, but as liquidated damages to compensate the State for the Offeror's failure to timely complete work, including Work Orders.

A "Problem" is defined as any situation or issue reported via a Tier 2 help desk ticket that is related to the System operation that is not an enhancement request. See Section 3.5.1.1 regarding set-up of the service desk.

"Severity" and "Priority" are used interchangeably to classify the impact of a Problem. Section 3.11.7 defines Emergency, High, Normal and Low priority (i.e. Severity 1, 2, 3, & 4).

"Problem response time" is defined as the period of time it takes to acknowledge the ticket in a non-automated way.

"Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is properly resolved.

"System Performance" refers to a basket of transactions that will be used to define the performance of the system over time. This basket will consist of a handful of typical transactions that can be measured, such as the opening of a budget for a particular agency, the printing of a specific report, the calculation of a State-wide COLA, etc.

"Critical patch" refers to a software, firmware, or driver update that is required to prevent or correct significant system degradation, to prevent unauthorized access to the system, or to prevent data

corruption, exploitation, or disclosure to an unauthorized source. For example, a critical patch would be a security patch that is an update applied to correct a weakness described by a vulnerability. Applying a critical patch would prevent, remove, or mitigate a threat's capability to exploit a specific vulnerability.

For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly services as set forth in Attachment F, Price Sheet.

3.11.2 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning 60 calendar days after the commencement of monthly services following the completion of the first release into production. The Offeror 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.

3.11.3 Service Level Reporting

The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. The Contractor shall provide a monthly summary report for SLA performance via e-mail to the State Contract Manager no later than five (5) business days after the end of each month.

The State will monitor and review Contractor performance standards on a monthly basis, based on Contractor-provided reports for this project. 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 within 10 business days of receiving the Contractor's report.

3.11.4 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 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. The State shall have the right to unilaterally change the distribution of the SLA Credit percentages, cumulatively eighteen percent spread among eight service requirements, once per Contract Year.

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. If the item has not been corrected in the next month the net Monthly Charge would be $92,000.

Note: The State will not allow the Contractor to "earn back" credits that were assessed in previous months due to failure to meet the Service Level Agreement.

3.11.5 Service Level Measurements Table (Response Time, Resolution Time and Availability)

The State will evaluate the Offerors on the quality and measurements of the proposed operational service levels. The most significant measures to the State are:

- Uptime, as defined by the percentage of actual System Availability over the planned availability, per month. This can also be expressed as 'minutes of unplanned downtime' as they are mathematically equivalent. The State feels that 99.8% uptime (i.e. 86 minutes of unplanned downtime) per month should be achievable.
- Planned Downtime – the amount of planned downtime per month, in hours. The State expects that monthly maintenance of the system and infrastructure will be required. However, during busy periods much of the office staff works on nights and weekends and a shorter planned downtime will be rated higher.
- Application performance as evaluated by a basket of frequently executed transactions (see 3.11.6)

Additional measures requested by the State are:

- Problem Response Time for Critical, High, Medium and Low severity problems
- Problem Resolution Time for Critical, High, Medium and Low severity problems

The State will also be looking for the Offeror's commitment to the stated Service levels in the form of SLA Credits (see Section 3.11.4). As part of the Proposal the Offeror is expected to list its service level measures in the table below (replace the two sample lines), and distribute 18 percentage points in the 'SLA Credit' column.

No.	Service Requirement	Measurement	Metric	SLA Credit
1	Problem Resolution Time - Normal	Resolution Time for Normal Priority help desk tickets Problems	<7 days	2%
2	Planned Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours.	a single monthly instance not to exceed 12 hours	4%
…				

3.11.6 System Performance

The State is sensitive to system performance, and its impact on user efficiency and perception. As a result, System Performance measures will be established and measured on a periodic basis as a means to maintaining a high level of system performance and user satisfaction.

3.11.6.1 Sample System Performance Measures

The following is a sample listing of items that could be included in a 'basket' of transactions that will be measured on a periodic basis. The Offeror is requested to propose a list of 5-7 transactions that it feels will best represent the functional performance of its Solution.

a. Initial Log-In
b. Opening budget worksheet for a small agency
c. Opening budget worksheet for a large agency
d. Calculation of a COLA adjustment work package for a medium-sized agency
e. Opening a budget variance report for a large agency
f. Opening an agency manager's dashboard that includes 6 charts/graphs highlighting agency/unit performance

3.11.7 Problem Response Definitions

A. The Contractor shall propose Problem Response Time and Resolution metrics.
B. The Contractor shall provide a monthly report that includes a detailed analysis of response times and resolution times.

Service Priority	**Impact to Work**	**Users Affected**
Severity 1 (Critical)	Major portions of the Solution are unavailable. Service Availability is impaired. Systems or users are unable to work.	System functionalities are impaired or inaccessible.
Severity 2 (High)	Major portions of the System are unavailable. Systems or users are unable to perform major portions of their job. May impact Service Availability.	Affects the majority of users; affects high profile users (i.e. executive management)
Severity 3 (Normal)	Specific non-critical features are not operating as specified in the requirements Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Severity 4 (Low)	Lower priority features that can be done manually are not operating as specified in the requirements Often a request for service with ample lead time.	Affects a number of users

If the impact of issue or Problem changes over time, for example due to a partial correction or notification or an acceptable work-around, the item may be downgraded to a lower priority level. While this downgrade will influence the service level requirement of a full correction, Section 3.11.8 (Root Cause Analysis) still applies at the original severity level.

3.11.8 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once in any 3-month period, 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.

In addition, for each 'Emergency' or 'High' priority issue the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

3.11.9 Service Hours

The system is expected to be available at all times, with the exception of planned outages. Normal business hours apply to the EBS Solution Service Desk for most of the year. However, the State requires the flexibility to move to extended business hours during the busy portions of the year. Extended business hours are from 6AM to midnight, 7 days per week, and apply from December 1 through January 20 according to the current budget calendar.

3.12 Insurance Requirements

3.12.1 The Contractor and all of its Subcontractors shall maintain the insurance coverages outlined below for the duration of the Contract, including option periods if exercised. The coverage limits set forth are the minimum required.

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

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

3.12.4 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in Section 3.12 "Insurance Requirements," within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the Contractor shall update certificates of insurance annually, or as otherwise directed by the Contract Manager.

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

3.12.5.1 General Liability - The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a combined single limit for Bodily Injury and Property Damage of $1,000,000 per occurrence, and a limit for Personal and Advertising Injury Liability of $1,000,000 per person or organization, with both limits subject to a $3,000,000 general aggregate. The minimum limits required herein may be satisfied through any combination of primary and/or umbrella/excess liability policies.

3.12.5.2 Errors and Omissions/Professional Liability - The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $1,000,000 per claim. If coverage should be cancelled or not renewed, Contractor shall procure replacement coverage having the same retroactive date as the original policy or, in the alternative, procure an extended reporting period for such original coverage.

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

3.12.5.4 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 claim. 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. If coverage should be cancelled or not renewed, Contractor shall procure replacement coverage having the same retroactive date as the original policy or, in the alternative, procure an extended reporting period for such original coverage. Cyber Security/Data Breach Insurance may be included within the Error and Omissions/Professional Liability, as applicable, so long as the minimum amount of coverage for Cyber Security/Data Breach Insurance is still satisfied.

3.12.5.5 Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act. Coverage must be valid in all states where work is performed and in the applicable statutory amount(s).

3.12.5.6 Automobile Insurance - The Contractor shall maintain Automobile Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.12.6 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 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.

3.12.7 Subcontractor Insurance

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

3.13 Invoicing

3.13.1 All invoices shall be submitted by the Contractor within 30 days of delivery of products/services.

3.13.2 Invoicing shall be submitted monthly for services approved during the month.

3.13.3 Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.13.4 The Contractor shall e-mail each invoice and relevant documentation to DoIT at e-mail address: doitfiscal.invoiceservice@maryland.gov, with a copy to the Contract Manager.

3.13.5 A proper invoice shall include, at the minimum, the following information:

a. Name and address of the Department being billed
b. Contractor name
c. Supporting Documentation (e.g. Timesheets, DED)
d. E-mail address/phone number of Contractor's POC
e. Remittance address
f. Federal taxpayer identification or (if owned by an individual) Contractor's social security number
g. Invoice period of performance, invoice date, invoice number and total amount due; and
h. Contract number, Purchase Order number being billed

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

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

3.13.8 Time Sheets

Within three (3) business days after the last day of the month, the Contractor shall submit a monthly timesheet for the preceding month providing data for all resources provided under the Contract on a time and materials basis.

At a minimum, each monthly timesheet shall show:

A. Title: "Time Sheet for Enterprise Budgeting"

B. Issuing company name, address, and telephone number

C. For each employee /resource:

1. Employee / resource name
2. For each Period ending date, e.g., "Period Ending: mm/dd/yyyy".
   - i. Tasks completed that period by Work Package, Deliverable or Release
   - ii. Number of hours worked each day
   - iii. Total number of hours worked that Period
   - iv. Annual number of hours planned under the Contract
   - v. Estimate to Complete (hours)
   - vi. Annual variance to date (Sum of periodic variances)

D. Signature and date lines for the Contractor Project Manager

E. Time sheets shall be submitted to the Contract Manager prior to invoicing. The Contract Manager shall sign the timesheet to indicate authorization to invoice.

3.13.8.1 Invoice Reductions: In the event that the Contractor fails to comply with SLA standards, the associated SLA Credit (if owed pursuant to Section 3.11.4) may be subtracted from the next appropriate payment due to the Contractor.

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

A. The amount invoiced is inconsistent with the Contract.

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

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

D. The deliverable, item or services have not been accepted.

E. The quantity of items delivered is less than the quantity ordered.

F. The deliverable, items or services do not meet the quality requirements of the Contract

G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.

H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.

I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.14 SOC 2 Type II Audit Report

3.14.1 This clause applies to the Contractor and Subcontractors who host the implemented Enterprise Budgeting System for the State. The Contractor and/or Subcontractors who provide services

that handle Sensitive Data or Confidential Information (see Handle definition in 1.2) for the EBS 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 or Confidential Information.

3.14.2 The Contractor shall have an annual audit performed by an independent audit firm of the Contractor and/or Subcontractors' handling of Sensitive Data and/or the Department's critical functions, which is identified as budgeting and financial analysis and shall address all areas relating to information technology security and operational processes. These services provided by the Contractor and/or Subcontractors that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

3.14.2.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Report"). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the Contract Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the Contract Manager. The State agrees that audits will be performed on the Subcontractor's standard audit schedule.

3.14.2.2 The SOC 2 Report shall report on the description of the Contractor and/or Subcontractors' system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: - Security, Availability, and Confidentiality.as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the contract, specifically the security requirements identified in Section 3.6.

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

3.14.2.4 The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the Contract. The Contractor

shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.

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

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

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

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

3.14.2.9 If the Contractor and/or Subcontractors fail during the Contract term to obtain an annual SOC 2 Report by the date specified in 3.14.2.1, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

3.15 Right to Audit

3.15.1.1 As per Section R23 of Attachment A, the State reserves the right to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In cases where the EBS Solution will be operating in a shared infrastructure or hosting environment, such audits will be limited to State of Maryland-specific data and resources.

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4 PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

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

4.2 Volume I – Technical Proposal

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

4.2.1 Format of Technical Proposal

The Technical Proposal will include all sections detailed below. In addition to the following instructions, responses in the Offeror's Technical Proposal must reference the RFP's organization and section numbering (e.g. "Section 3.2.1 Response"). This proposal structure will allow direct mapping between Offeror responses and RFP requirements by section number and will aid in the evaluation process.

4.2.2 The Technical Proposal shall include the following documents and information in the order specified. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

TAB	TITLE	DESCRIPTION	Page Limits
A	Title Page and Table of Contents	Include a Table of Contents for the entire proposal. As necessary, each tab should also include a Table of Contents. See 4.2.2.1	4
A	Claim of Confidentiality	Include this information as needed. See 4.2.2.2	1
B	Transmittal Letter	Include all required information. See 4.2.2.3	1
C	Executive Summary	Provide a summary of entire proposal. See 4.2.2.4. Page limit does not include the list of exceptions and limitations.	2
D	Minimum Qualifications Documentation	Identify the appropriate project references provided in Tab H and describe how they meet the Offeror	5

TAB	TITLE	DESCRIPTION	Page Limits
		Minimum Qualifications. See 4.2.2.5	
E	Offeror Technical Response	Respond to each of the technical evaluation requirements See 4.2.2.6	60*[3]
F	Experience and Qualifications of Proposed Staff	Describe the proposed team and include resumes for key staff. Complete the staffing matrix, skill matrices, and provide all requested information. See 4.2.2.7 Page limit does not include the resumes or the letters of intended commitment.	NA[4]
G	Offeror Qualifications and Capabilities	Provide the required background information about the Offeror's company. See 4.2.2.8	2
H	References	Provide references for work completed of similar size and scope. See 4.2.2.9	6
I	List of Current or Prior State Contracts	Provide information related to other Maryland contracts. See 4.2.2.10	2
J	Financial Capability	Provide the requested information demonstrating financial capability to execute the project. See 4.2.2.11	NA
K	Certificate of Insurance	Provide the requested insurance coverage information. See 4.2.2.12	2
L	Subcontractors	Provide the requested information for all subcontractors that will work on the contract if the Offeror receives an award. Include the requested information (similar to Tab G) for major subcontractors. See 4.2.2.13	2
M	Legal Action Summary	Provide the requested information. See 4.2.2.14	1
N	Economic Benefit Factors	Describe the benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. See 4.2.2.15	2

[3] Page limit for Tab E does not include Attachment W but does include items requested in Section 3.5.5.

[4] Resume submittal form (Attachment Q) must be used, one for each key resource.

TAB	TITLE	DESCRIPTION	Page Limits
O	Additional Required Technical Submissions	Complete and provide the required Attachments. See 4.2.2.16	NA
P	Additional- Submissions	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. See 4.2.2.17	NA
Q	Sample Documents	Provide work product samples as requested. See 4.2.2.18	NA

4.2.2.1 Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

4.2.2.2 Claim of Confidentiality (If applicable, submit under TAB A)

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. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

4.2.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP. The Transmittal Letter should include the following:

a) Name and address of the Offeror;
b) Name, title, e-mail address, and telephone number of primary contact for the Offeror;
c) Solicitation Title and Solicitation Number that the Proposal is in response to;
d) Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
e) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
f) Offeror's eMM number;
g) Offeror's MBE certification number (if applicable);
h) Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.2.2.4); and
i) Acknowledgement of all addenda to this RFP issued before the Proposal due date.

4.2.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide products/services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

The Offeror shall document all assumptions and exceptions. If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

4.2.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications." This shall include contact information for any references.

4.2.2.6 Offeror Technical Response to RFP (Submit under TAB E)

A. The Offeror shall address the Statement of Objectives (Section 3) in its Technical Proposal and describe how its proposed products/services, including the products/services of any proposed subcontractor(s), will match the objectives. Any paragraph in the Technical Proposal that responds to a SOO element shall include an explanation of how the outcome will be achieved. Any exception to a SOO element, 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.

B. The Offeror shall include descriptions, explanations, and screen shots showing how the proposed products/services may be used to complete the functions and business processes described in Section 3.4.

C. The Offeror shall present the descriptions of its products and services and documentation as requested in Sections 3.4.2.1, 3.4.2.2, 3.5.5 and 3.11. All items included in Tab E are limited by the overall page count.

D. The Offeror shall complete Attachment W according to the instruction provided and include the completed spreadsheet in this section.

E. 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.

F. The Offeror shall provide its response to Tab E in accordance with the outline structure in the following table. The Offeror may include additional subsection headers below the given outline level for readability at its discretion. All items included in Tab E are limited by the overall page count excluding the Offeror's response to Attachment W.

Tab E Response Section	Section Name	Description
E.1	Solution and Services Overview	The Offeror shall identify its proposed product(s) and summarize how it will assist the State in achieving a fully-operational Solution.
E.2	Response to Business/Functional Requirements	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.1.
E.2.1	Group 1 – Budget Creation	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.1.1.
E.2.2	Group 2 – Budgeting Publication & Reporting	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.1.2.
E.2.3	Group 3 – Budget Tracking, Reporting and Analysis	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.1.3.
E.2.4	Group 4 – Data Maintenance	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.1.4.
E.2.5	Group 5 - Miscellaneous	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.1.5.
E.3	Response to Technical Requirements	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.2.
E.3.1	Hardware and Software Infrastructure	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.2.1.
E.3.2	Selected Technical Features	The Offeror shall describe the Solution features it will deliver to the State as requested in Section 3.4.2.2.
E.4	Exceptions to General IT Requirements	The Offeror shall describe any exceptions or clarifications for the capabilities to be delivered to the State as requested in Section 3.5.
E.5	Approach to PWS Elements & SLAs	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5 and 3.11.
E.5.1	Approach to Technical Services	
E.5.1.1	Solution Delivery Methodology	The Offeror shall describe the methodology, best-practices and processes that it will use to deliver the Solution to the State, to include the Offeror's expectations regarding State personnel, and the identification of activities taking place at State work-sites versus Contractor-sites.
E.5.1.2	Test Strategy	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.5.
E.5.1.3	User Support and Service Desk	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.1.1.
E.5.1.4	Operations and Maintenance	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.1.2.
E.5.1.5	Break/Fix Support	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.1.3.
E.5.1.6	Service Level Agreements	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.11.

Tab E Response Section	Section Name	Description
E.5.2	Approach to Business Change Management and Training Services	
E.5.2.1	Process Improvement Strategy	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.2.
E.5.2.2	Communications Strategy	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.2
E.5.2.3	Training Strategy	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.2.2.
E.5.3	Approach to Project Management Services	
E.5.3.1	Project Management Methodology	The Offeror shall describe its service capabilities to be delivered to the State as requested in Section 3.5.3, 3.5.4, and 3.5.5.
E.5.3.2	Work Location	The Offeror shall describe the work activities that are expected to take place at State work-sites versus Contractor-sites.
E.6	Attachment W Response	

4.2.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in Tab E, including any staff of proposed subcontractor(s). 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 Statement of Objectives 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. **Be aware of restrictions on substitution of Key Personnel prior to RFP award (see Section 1.23.5 Substitution Prior to Award).**

The Offeror shall provide an Organization Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

A. The number of years the Offeror has provided similar services;

B. The number of clients/customers and geographic locations that the Offeror currently serves;

C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;

D. The Offeror's process for resolving billing errors; and

E. An organization chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.2.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the products/services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided products/services within the past five (5) years and shall include the following information:

A. Name of client organization;

B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

C. Value, type, duration, and description of products/services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

4.2.2.10 List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing products/services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

A. The State contracting entity;

B. A brief description of the products/services provided;

C. The dollar value of the contract;

D. The term of the contract;

E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.2.2.11 Financial Capability (Submit under TAB J)

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

A. Dunn and Bradstreet Rating;

B. Standard and Poor's Rating;

C. Lines of credit;

D. Evidence of a successful financial track record; and

E. Evidence of adequate working capital.

4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.12. See Section 3.12 for the required insurance certificate submission for the apparent awardee.

4.2.2.13 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Section 4.2.2.7 for additional Offeror requirements related to subcontractors.

4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;

B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

C. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.2.2.15 Economic Benefit Factors (Submit under TAB N)

A. The Offeror shall submit with its Proposal a narrative describing the benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

D. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

F. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal**;
2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
4. Subcontract dollars committed to Maryland small businesses and MBEs; and
5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.2.2.16 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.

Completed Bid/Proposal Affidavit (Attachment B).

1. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).
2. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
3. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
4. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (Attachment M-1)
5. Completed Location of the Performance of Services Disclosure (Attachment N).
6. Labor Classification Personnel Resume Summary (Attachment Q)

4.2.2.17 Additional 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. It also includes:

1. Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement),
2. Copy of the AUP for each organization, including subcontractors, proposed to perform services under this Contract.

The State expects the use of all purchases made by the State under this Contract will be governed by the terms of the Contract.

4.2.2.18 Draft documents (Submit under Tab Q)

The Offeror shall include the following draft documents under Tab Q.

Tab Q Response Section	Section Name	Description	Page Limit
Q.1	Draft Project Management Plan	The Offeror shall provide a draft deliverable as requested in Section 3.5.5.	None
Q.2	Draft Project Schedule	The Offeror shall provide a draft deliverable as requested in Section 3.5.5	None
Q.3	Draft Staffing Plan	The Offeror shall provide a draft deliverable as requested in Section 3.5.5	None

4.3 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.

4.4 Proposal Packaging

4.4.1 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 eight (8) copies.
Unless the resulting package is 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:

a. The RFP title and number,

b. Name and address of the Offeror,

c. Closing date and time for receipt of Proposals

4.4.2 **Technical Proposal Electronic Versions -** 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 for the Technical Proposal (Volume 1). Include pricing information only in the Financial Proposal media (Volume II).**

4.4.3 **Financial Proposal Electronic Versions -** 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").

4.4.4 **Media Labeling -** 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).

4.4.5 **Page Numbering -** All pages of both proposal volumes shall be consecutively numbered from the beginning (Page 1) to end (Page "x"). Page numbering may restart for each Tab.

4.4.6 **Page Size and Format -** A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Unless specified otherwise in the RFP, page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced with single line spacing. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 points. 10-point font

may be used for tables and 8-point font may be used for callouts. Use at least 1/2" inch margins on the top, bottom and side margins. Pages shall be numbered sequentially by volume or by tab. These limitations shall apply to both electronic and hard copy proposals.

4.4.7 **Page Limits -** Page limitations for Volume I – Technical Proposal have been identified in Section 4.2. Page limitations shall be treated as maximums. If exceeded, any excess pages will not be read or considered in the evaluation of the Proposal. Each page shall be counted except the following: blank pages, title pages, tables of contents, tabs, and glossaries, and any other items noted in the technical proposal format instructions.

4.5 Proposal Delivery

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

A. 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 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. An Offeror using first class mail will not be able to prove timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way to the procuring unit.

B. 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.

4.5.2 The Procurement Officer must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

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5 EVALUATION CRITERIA AND PROCEDURE

5.1 Evaluation Committee

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

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance.

5.2.1 The Offeror's Technical Response to the RFP as outlined in Section 3 and as required in Tab E. Note: The State will place a greater weight on the following sections of the Technical Response: Offeror's understanding of the business requirements (§3.4.1), the Offeror's Technical Capabilities (§3.4.2) including inherent risk, the Solution's match with the features in Attachment W, the Offeror's Training Plan and any appendices incorporated by reference.

The Technical Response must comply with the format requirement in Section 3, must demonstrate a comprehensive understanding of work requirements, and must provide a comprehensive 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 business processes.

5.2.2 The overall quality of the Offeror's response to the Performance Work Statement as outlined in Section 3.5 and as required in Tab E.

5.2.3 The Experience and Qualifications of the Offeror's Proposed Key Staff.

5.2.4 The Offeror's proposed Service Levels provided in response to Section 3.11.

5.2.5 The Offeror's Qualifications and Capabilities, including proposed subcontractors, as demonstrated through its past performance, oral presentation, and references.

5.2.6 The Offeror's Economic Benefit Factor

5.3 Financial Proposal Evaluation Criteria

5.3.1 All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on a Total Cost of Ownership (TCO) calculation. The TCO calculation will include the one-time costs of implementation and licensing as well as annual costs for maintenance, support and customer service.

5.4 Reciprocal Preference

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

a) 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.

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

c) 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.

5.5 Selection Procedures

5.5.1 General

5.5.1.1 The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

5.5.1.2 In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is an MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) is included and is properly completed, if there is a VSBE goal.

5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of their Technical Proposals made in the course of discussions. Any such written clarifications then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may not substitute Key Personnel through a BAFO (see Section 1.23.5 Substitution Prior to Award).**

5.5.3 Award Determination

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

5.6 Documents Required upon Notice of Recommended Award

Upon receipt of notice of recommended award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

A. Contract (Attachment A),

B. Contract Affidavit (Attachment C),

C. MBE Attachments D-2, D-3A, D-3B, within ten (10) Working Days,

D. MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,

E. Non-Disclosure Agreement (Attachment J),

F. VSBE Attachments M-2 and M-3,

G. Evidence of meeting insurance certificate requirements (See Section 3.13)

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RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for 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 Contract award, 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 recommendation for 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 recommendation for Contract 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 recommendation for 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 recommendation for 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 recommendation for 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 recommendation for award.

ATTACHMENT P – Labor Classification Personnel Resume Summary

If required, this Attachment is to be completed and submitted with the Technical Proposal.

ATTACHMENT Q – Agency Receipt of Deliverable Form

If required, this Attachment is to be completed upon deliverable delivery to the State.

ATTACHMENT R – Agency Deliverable Product Acceptance Form (DPAF)

If required, this Attachment is to be completed upon deliverable acceptance by the State.

ATTACHMENT S – Sample Work Order

If required, this Attachment is to be completed by the State for any additional work under the general scope of this contract

ATTACHMENT T – Labor Categories

A listing of sample labor categories, including descriptions, education and experience requirements.

ATTACHMENT U – Selected Process Flows

Sample high-level process flow of the budget calendar as well as medium-level process flows of two amendment process flows.

ATTACHMENT V – Reports

A list of the currently used reports

ATTACHMENT W – Features Matrix

A listing of detailed Solution features that the Offeror is required to evaluate and to respond with whether the proposed Solution contains – or can be configured to contain – the specific feature.

ATTACHMENT A - CONTRACT

Attachment A is a Word Document accompanying this RFP.

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ATTACHMENT B - BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____(title) and duly authorized representative of _____(name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

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

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____

_____

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any

public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____

_____

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____

_____

_____.

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury,

the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of

the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____(title) and duly authorized representative of _____(name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

(1) Corporation — ☐ domestic or ☐ foreign;

(2) Limited Liability Company — ☐ domestic or ☐ foreign;

(3) Partnership — ☐ domestic or ☐ foreign;

(4) Statutory Trust — ☐ domestic or ☐ foreign;

(5) ☐ Sole Proprietorship.

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

Name and Department ID Number:_____Address:_____

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

Name and Department ID Number:_____Address:_____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a

calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

The dangers of drug and alcohol abuse in the workplace;

The business's policy of maintaining a drug and alcohol free workplace;

Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ , 201___ , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS

MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.

2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.

4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such products/services **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.

5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also

identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

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

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a Bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation:	_____%
Total Asian American MBE Participation:	_____%
Total Hispanic American MBE Participation:	_____%
Total Women-Owned MBE Participation:	_____%

Overall Goal

Total MBE Participation (include all categories): _____15_____%

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. DOIT-FY-16-24, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

____ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of _10__ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

0 percent for African American-owned MBE firms

0 percent for Hispanic American-owned MBE firms

0 percent for Asian American-owned MBE firms

0 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 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 charges to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/offerors in meeting the contract. For example, when the apparent successful Bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/offeror could have met the goal. If the apparent successful Bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a Bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2)**.

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number) (Street)

_____

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by_____

(Name of Prime Contractor's Firm)

****

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

_____

_____

_____

_____ _____ _____

Signature of Minority Firm's MBE Representative **Title** **Date**

_____ _____

MDOT Certification # Telephone #

****

3. To be completed by the prime contractor if Section 2 of this form is <u>not</u> completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____ _____ _____

Signature of Prime Contractor **Title** **Date**

MBE ATTACHMENT D-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

_____	_____
Company Name	Signature of Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work Bidder/offeror made available to MBE firms

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the Bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	**Was this work listed in the procurement?**	**Does Bidder/ offeror normally self-perform this work?**	**Was this work made available to MBE Firms? If no, explain why?**
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes No	□ Yes □ No

☐Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment D-1B). If the Bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	**Describe Item of Work Solicited**	**Initial Solicitation Date & Method**	**Follow-up Solicitation Date & Method**	**Details for Follow-up Calls**	**Quote Rec'd**	**Quote Used**	**Reason Quote Rejected**
Firm Name: **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing
Firm Name: **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing

☐ Please check if Additional Sheets are attached.

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 Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the 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. DOIT-FY-16-24, such Prime Contractor intends to enter into a subcontract with _____(Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least $_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

(1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;

(2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;

(3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or

(4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative:	Signature of Representative:
Printed Name and Title:	Printed Name and Title:
Firm's Name:	Firm's Name:
Federal Identification Number:	Federal Identification Number:
Address:	Address:
Telephone:	Telephone:
Date:	Date:

MBE Attachment D-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. DOIT-FY-16-24, such MBE Prime Contractor intends to perform with its own forces at least $_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

_____

Printed Name and Title:

_____

Firm's Name:

_____

Federal Identification Number:

_____

Address:

_____

_____

Telephone:

_____

Date:

This form must be completed monthly by the prime contractor.

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

Department of Information Technology
Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the MBE Officer by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: E-mail:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

List all payments made to MBE subcontractor named above during this reporting period: Invoice# Amount 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. 4. Total Dollars Unpaid: $_____

****If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms.**
Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B.
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____Contract Manager
_____Contracting Unit
(Department)
_____
_____ mailto:

Signature:_____ Date:_____

(Required)

This form must be completed monthly by MBE subcontractor

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

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 10th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. Invoice Amount Date 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date 1. 2. 3. 4. Total Dollars Unpaid: $_____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____Contract Manager _____Contracting Unit (Department) _____ _____ mailto:	

Signature:_____ Date:_____
(Required)

MBE Attachment D-4B MBE Prime Contractor Report

Department of Information Technology
Minority Business Enterprise Participation

MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the MBE Officer by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature:_____ Date:_____

_____Contract Manager
_____Contracting Unit
(Department)
_____
_____
_____
_____ mailto:

Signature:_____ Date:_____

(Required)

This form must be completed monthly by MBE subcontractor

MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 10th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. Invoice Amount Date 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date 1. 2. 3. 4. Total Dollars Unpaid: $_____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____Contract Manager _____Contracting Unit (Department) _____ _____ mailto:	

Signature:_____ Date:_____
(Required)

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number DOIT-FY-16-24

Enterprise Budgeting System Replacement

A Pre-proposal conference will be held at 2:00 PM on March 29, 2016 at 45 Calvert Street, Room 164A-B, Annapolis, MD 21401. Please return this form by March 28, 2016, advising whether or not you plan to attend.

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

Dale Eutsler

DoIT

45 Calvert Street, Room 442, Annapolis, MD 21401

E-mail: Dale.Eutsler@Maryland.Gov

Please indicate:

_____Yes, the following representatives will be in attendance:

1.

2.

3.

_____No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 "Pre-proposal conference"):

_____

Signature Title

_____

Name of Firm (please print)

ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Price Sheet Instructions and a 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 PROPOSAL 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 Charge 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 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.

ATTACHMENT F – PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR RFP # DOIT-FY-16-24

Attachment F is an Excel Spreadsheet accompanying this RFP.

ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/ and clicking on Living Wage for State Service Contracts.

ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract Is Exempt from the Living Wage Law

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

___ Bidder/Offeror is a nonprofit organization

___ Bidder/Offeror is a public service company

___ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

___ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract Is a Living Wage Contract

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

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

___ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

___ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

___ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

_____

Signature of Authorized Representative Date

_____

Title

_____

Witness Name (Typed or Printed)

_____

Witness Signature Date

(submit with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:_____ By:_____

(Authorized Representative and Affiant)

ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through (Department of Information Technology) (the "Department"), and _____ (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") following the solicitation for Enterprise Budgeting System Replacement Solicitation # DOIT-FY-16-24; 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 all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor:_____	DoIT
By: _____(SEAL)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ ("Contractor") dated _____, 20_____ ("Agreement") is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

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

DATE:_____

NAME OF CONTRACTOR: _____

BY:_____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L - DEPARTMENT MERCURY AFFIDAVIT

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

ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE

ATTACHMENT M-1

VSBE Utilization Affidavit and Subcontractor Participation Schedule

(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. ***DOIT-FY-16-24***,I affirm the following:

1. □ I acknowledge and intend to meet the overall verified VSBE participation goal of 0.5%.

   Therefore, I will not be seeking a waiver.

   OR

   □. I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

   (a) Subcontractor Project Participation Statement (**Attachment M-2**); and

   (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

   I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

ATTACHMENT M-1

VSBE Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	**Project Description:**
Project Number: - _____	

List Information For Each Verified VSBE Subcontractor On This Project

Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**
Name of Veteran-Owned Firm: **Percentage of Total Contract:**	**DUNS Number:** **Description of work to be performed:**

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: **_____%**

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

_____ _____

Bidder/Offeror Name Signature of Affiant

(PLEASE PRINT OR TYPE)

Name: _____

Title: _____

Date: _____

ATTACHMENT M-2

VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on Attachment M-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	**Project Description:**
Project Number: _____	**Total Contract Amount: $**
Name of Veteran-Owned Firm: **Address:**	**DUNS Number:** **FEIN:**
Work to Be Performed:	
Percentage of Total Contract:	**Total Subcontract Amount: $**

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

By: _____

Name, Title

Date: _____

SUBCONTRACTOR SIGNATURE

By: _____

Name, Title

Date: _____

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

ATTACHMENT M-3

Department of Information Technology

Veterans Small Business Enterprise (VSBE) Participation

Prime Contractor Paid/Unpaid VSBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the Contract Manager by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	Fax:	E-mail:	
Subcontractor Name:		Contact Person:	
Phone:	Fax:		
Subcontractor Services Provided:			

List all payments made to VSBE subcontractor named above during this reporting period: Invoice# Amount 1. 2. 3. Total Dollars Paid: $_____	List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. Total Dollars Unpaid: $_____

**If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred**):

_____Contract Manager
_____Contracting Unit
Department of Information Technology
_____
_____
_____

Signature:_____ Date:_____

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

ATTACHMENT M-4

Veterans Small Business Enterprise Participation

Subcontractor Paid/Unpaid VSBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due to the Contract Manager by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

VSBE Subcontractor Name:		
Department of Veterans Affairs Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	Fax:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above. Invoice Amt Date 1. 2. 3. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amt Date 1. 2. 3. Total Dollars Unpaid: $_____	
Prime Contractor:	Contact Person	

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____Contract Manager
_____Contracting Unit
Department of Information Technology
_____
_____
_____

Signature:_____ Date:_____
(Required)

ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:

   ___ have plans

   ___ have no plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

   a. Location(s) services will be performed:

_____
_____
_____

b. Reasons why it is necessary or advantageous to perform services outside the United States:

_____
_____
_____
_____
_____

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O - DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

Attachment P - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. For each key 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 # DOIT-FY-16-24

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

Candidate Name:
Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work…

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work…
<add lines as needed>	

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	[Enter the Labor Category Name]
Requirement (See 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:	Duties:

[Insert the duties description from Section <<x.x>>for the applicable labor category]	

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

_____ _____ _____

Print Name Signature Date

Proposed Individual:

_____ _____

Signature Date

Sign each form.

ATTACHMENT R - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Department of Information Technology

RFP Title: Enterprise Budgeting System Replacement

Contract Manager: Derek Rost and (410) 260-7396

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): DOIT-FY-16-24 has been received and reviewed in accordance with the RFP.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

_____ _____

Contract Manager Signature Date Signed

ATTACHMENT S - SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #

This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of services set forth in the *Purpose* of the Work Order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by DoIT prior to payment.

(Attach additional sheets if necessary)

Start Date		End Date	

Charges

	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				$	$
2.				$	$
*Include WBS, schedule and response to requirements.		DoIT 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:	

ATTACHMENT T - LABOR CATEGORIES

Labor Category List

A) Application Architect (Senior) 176
B) Application Developer, Advanced Technology 176
C) Application Developer, Advanced Technology (Senior) 177
D) Application Development Expert 177
E) Applications Programmer 178
F) Audit Manager 179
G) Auditor 179
H) Auditor, IT (Senior) 179
I) Business Process Consultant (Senior) 180
J) Change Management Expert/Lead 180
K) Computer Graphics Illustrator 181
L) Computer Operations Center, Specialist 181
M) Computer Programmer (Junior) 182
N) Computer Programmer (Senior) 182
O) Computer Software/Integration Analyst (Senior) 182
P) Computer Specialist 183
Q) Computer Systems Analyst (Junior) 183
R) Computer Systems Analyst (Senior) 184
S) Computer Systems Programmer 184
T) Computer Systems Programmer (Senior) 185
U) Computer Systems Security Specialist 185
V) Cost Accountant (Senior) 186
W) Database Management Specialist (Junior) 186
X) Database Management Specialist (Senior) 187
Y) Database Manager 187
Z) Documentation Specialist 188
AA) Facilities Specialist 188
BB) Facility Operations Engineer 189
CC) Financial Analyst 189
DD) Financial Analyst (Senior) 189
EE) Group Facilitator (Senior) 190
FF) Help Desk Manager 190
GG) Help Desk Specialist (Junior) 191

HH) Help Desk Specialist (Senior) 191
II) Information Engineer 192
JJ) Information Engineer (Senior) 192
KK) Information Security Engineer 193
LL) Internet/Intranet Site Developer (Junior) 193
MM) Internet/Intranet Site Developer (Senior) 193
NN) Internet/Web Architect 194
OO) Network Administrator 194
PP) Network Engineer (Junior) 195
QQ) Network Engineer (Senior) 195
RR) Network Manager 196
SS) Network Security Engineer 197
TT) Network Technician 197
UU) Office Automation Specialist 198
VV) Planner, Information Technology (Senior) 198
WW) Program Administration, Specialist 199
XX) Program Manager 199
YY) Program Manager, Deputy 200
ZZ) Project Control Specialist 200
AAA) Project Manager, Deputy 201
BBB) Project Manager, Functional 201
CCC) Project Manager, Technical 202
DDD) Quality Assurance Consultant (Senior) 203
EEE) Quality Assurance, Manager 203
FFF) Quality Assurance Specialist 204
GGG) Research Analyst 204
HHH) Risk Assessment Consultant (Senior) 205
III) Scrum Master 205
JJJ) Software Engineer 206
KKK) Systems Administrator 206
LLL) Systems Analyst (Senior) 207
MMM) Systems Architect (Senior) 207
NNN) Systems Design Architect 207
OOO) Systems Design Engineer 208
PPP) Systems Engineer 208

QQQ) Systems Engineer (Senior) 208
RRR) Security, Data Specialist 209
SSS) Subject Matter Expert 209
TTT) Subject Matter Expert (Senior) 210
UUU) Systems Security Specialist 210
VVV) Systems Security Specialist (Senior) 210
WWW) Technical Writer/Editor 211
XXX) Testing Specialist 211
YYY) Training Specialist/Instructor 212

A) Application Architect (Senior)

Position Description: The Application Architect (Senior) manages major projects that involve providing professional support services and/or the integration, implementation, and transition of large, complex systems. This individual is responsible for performing the following tasks:

A. Providing design and development of e-government solutions, and taking responsibility for technical design and implementation of the architecture
B. Designing, developing, and maintaining infrastructure and backend applications
C. Providing expertise on defining the role of broadband and wireless applications
D. Providing definition of current State architecture blueprints
E. Providing expertise with web servers, gateways, application servers, and content management systems
F. Providing experience in web application technologies and middleware solutions
G. Researching new technologies and products for their applicability to business processes
H. Comparing various solutions and determining the most suitable
I. Ensuring that development efforts are well-planned and in compliance to standards

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Mathematics, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of experience planning, designing, building, and implementing IT application systems. This individual must have led or been chief architect in a major IT applications implementation effort. This individual must also have a strong background in software engineering principles and techniques.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in designing medium to large-scale sites, and management of at least five Internet projects.

B) Application Developer, Advanced Technology

Position Description: The Application Developer, Advanced Technology shall translate applications requirements into web-based solutions using available technology. This individual shall apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least two (2) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least one (1) year of experience developing applications using advanced technologies such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

C) Application Developer, Advanced Technology (Senior)

Position Description: The Application Developer, Advanced Technology (Senior) must be able to translate applications requirements into web-based solutions using available technology. This individual must be able to apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or five (5) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least three (3) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least one (1) year of experience developing applications using advanced technologies including Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

D) Application Development Expert

Position Description: The Applications Development Expert provides design recommendations based on long-term IT organization strategy. The position shall use a variety of platforms to provide automated systems applications to customers. This individual will be viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. His/her responsibilities include performing the following tasks:

A. Developing enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features

B. Providing expertise regarding the integration of applications across the business

C. Determining specifications, then plans, designs, and developing the most complex and business critical software solutions, utilizing appropriate software engineering processes (either individually or in concert with a project team)

D. Assisting in the most difficult support problems.

E. Developing programming and development standards and procedures as well as programming architectures for code reuse

F. Understanding and consistently applying the attributes and processes of current application development methodologies

G. Researching and maintaining knowledge in emerging technologies and possible application to the business

H. Acting as an internal consultant, advocate, mentor and change agent.

Education: This position requires a Bachelor's in Computer Science, Information Systems, or a related field or equivalent work experience. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of IT and business/industry work experience.

Specialized Experience: The proposed candidate must have at least three (3) years as a technical expert in an IT organization. This individual coaches and mentors the junior technical staff. The position will also provide technical input into the most complex and high impact IT decisions. This individual will be accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers. The position must have in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs.

E) Applications Programmer

Position Description: The Application Programmer analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. This individual is responsible for performing the following tasks:

A. Developing block diagrams and logic flowcharts

B. Translating detailed design into computer software

C. Testing, debugging, and refining the computer software to produce the required product

D. Preparing required documentation, including both program-level and user-level documentation

E. Enhancing software to reduce operating time or improve efficiency

F. Providing technical direction to programmers as required to ensure program deadlines are met

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

F) Audit Manager

Position Description: The Audit Manager performs day-to-day management of overall contract support operations, possibly involving multiple audits and groups of personnel at multiple locations.

This individual is responsible for the overall direction and guidance of all ongoing audits for the State. His/her responsibilities shall include audit report(s) and all findings contained therein. This individual must assist with the collection of any amounts due to the State as a result of audits, in coordination with the State's designated representative. The Audit Manager is responsible for performing the following tasks:

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

B. Developing work breakdown structures, and preparing charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations

Experience: The proposed candidate must have at least four (4) years of telecommunications billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecommunications billing audit process.

G) Auditor

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

A. Researching corporate philosophy, goals, objectives, code of ethics, and business practices

B. Providing financial status including, but not limited to: assets, liabilities, operating capital, cash flow, and insurance coverage

C. Providing financial reports and annual reports

D. Providing ranking among peers in the IT industry, and reputation in the IT industry

E. Researching customer satisfaction levels, and strengths and weaknesses

F. Providing costing estimations, personnel qualifications, and performance ratings

G. Researching project management results and performance records

H. Providing legal history and overall performance

Education: This position requires a Bachelor’s degree from an accredited college or university in Accounting, Finance, Business or a related field. (Note: A CPA is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of auditing experience.

Specialized Experience: The proposed candidate must have at least five (5) years of experience as an auditor in auditing IT vendors.

H) Auditor, IT (Senior)

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

A. Evaluating controls and making recommendations

B. Identifying problems and recommends solutions

C. Reviewing the installation and security related controls for a wide variety of computing platforms including: operating systems, sub-systems, databases, and software products used to support the processing environment

D. Preparing and performing audit tests and evaluating results

E. Providing documentation of audit tests to facilitate efficient and effective reviews

Education: This position requires a CPA and a Bachelor's degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems, or a related field.

General Experience: The proposed candidate must have at least ten (10) years of auditing experience.

Specialized Experience: The proposed candidate must have at least seven (7) years of experience in IT audits. This individual must be proficient in generally accepted IT standards, statements, and practices, as well as IT security and control practices.

I) Business Process Consultant (Senior)

Position Description: The Business Process Consultant (Senior) develops business requirements and business processes re-engineering methodologies. This individual shall solve application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. The Business Process Consultant (Senior) is responsible for performing the following tasks:

A. Communicating business requirements for reports and applications development

B. Facilitating collaboration within and across business units and across IT functions

C. Resolving problems and improving business units' technical environments

Education: This position requires a Bachelor's degree from an accredited college or university in Business, Human Resources Management or a related field. (Note: An MBA or MPA is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in business process re-engineering.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in re-engineering large scale business processes.

J) 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.

K) 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.

L) Computer Operations Center, Specialist

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

A. Consulting with other data processing section personnel to coordinate activities, and prepare activity and progress reports regarding the computer operations center
B. Evaluating production, equipment and personnel costs
C. Analyzing and interpreting technical data processing data
D. Communicating technical data processing information effectively both orally and in writing
E. Applying applicable rules, regulations, policies and procedures of the computer operations center

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: This position requires a minimum of five (5) years of experience.

Specialized Experience: The proposed candidate must have:

A. Possess at least three (3) years of specialized experience working in a computer operations center

B. Possess the ability to function in a multi-system and/or multi-application environment. Ability to operate and monitor multiple terminals.

C. Demonstrate knowledge of data processing operations, equipment, procedures, and workflow.

D. Demonstrate knowledge of environmental requirements of mainframes, servers and other hardware.

E. Demonstrate knowledge of emergency security procedures for a computer operations center.

M) 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.

N) 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.

O) Computer Software/Integration Analyst (Senior)

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

A. Presenting system designs for user approval at formal reviews

B. Performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results

C. Providing solutions to identified software problem reports

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: The proposed candidate must have at least five (5) years of experience as a Computer Systems Analyst. This individual must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. This individual must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, finance, and accounting. This individual must be knowledgeable in life-cycle support, including maintenance, administration, and management.

P) Computer Specialist

Position Description: The Computer Specialist shall determine costs for converting computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators, and recommend better utilization of operating systems capabilities to improve system efficiency. His/her responsibilities shall include the following:

A. Developing, managing, maintaining, and evaluating state-of-the-art computer hardware, software, and software development tools

B. Evaluating their ability to support specific requirements and interface with other equipment and systems

C. Determining potential and actual bottlenecks

D. Proposing recommendations for their elimination

E. Making recommendations for systems improvements that will result in optimal hardware and software usage

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least five (5) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as a computer hardware and/or systems software specialist, or as a systems analyst with duties relating to the evaluation of third- and fourth-generation or state-of-the-art computer hardware and software, and its ability to support specific requirements for systems management or large-scale system development and maintenance.

Q) 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.

R) Computer Systems Analyst (Senior)

Position Description: The Computer Systems Analyst (Senior) provides technical and administrative direction for personnel performing software development tasks; this includes the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. The Computer Systems Analyst (Senior) is responsible for performing the following tasks:

A. Coordinating with the Program Manager to ensure problem solutions and user satisfaction
B. Making recommendations, if needed, for approval of major systems installations
C. Preparing milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives
D. Providing daily supervision and direction to support staff

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DBMS), and use of programming languages. This individual must have knowledge of current storage and retrieval methods, and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

S) 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.

T) 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.

U) Computer Systems Security Specialist

Position Description: The Computer Systems Security Specialist analyzes and defines security requirements for MLS issues. This individual is responsible for performing the following tasks:

A. Designing, developing, engineering, and implementing solutions to MLS requirements
B. Gathering and organizing technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena
C. Performing risk analyses, which also includes risk assessment
D. Providing daily direction to staff

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or four (4) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least six (6) years of experience in analysis and definition of security requirements, and at least four (4) years of IT experience in data security.

Specialized Experience: The proposed candidate must have at least four (4) years of specialized experience in defining computer security requirements for high-level applications, evaluating approved security product capabilities, and developing solutions to MLS problems.

V) Cost Accountant (Senior)

Position Description: The Senior Cost Accountant provides cost estimates and financial management support including all activities that occur during the life cycle of an information technology application or system. This individual is responsible for performing the following tasks:

A. Conducting investment analyses or other complex operational analyses

B. Providing expertise and support in conducting a full range of investment analyses activities including:

1. Market surveys,
2. Requirements definitions
3. Schedule development
4. Tradeoff studies
5. Cost analyses
6. Benefits analyses
7. Risk analyses
8. Economic analyses

C. Supporting architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses

D. Conducting analytical studies involving complex technical analyses, schedule constraints, and system benefits and system cost factors

E. Identifying cost accounting or financial problems and recommending solutions

F. Presenting plans, analyses, and other advice within functional areas

Education: This position requires a Bachelor's degree from an accredited college or university in Economics, Business, Accounting, Finance, or a related discipline. (Note: A Master's degree and CPA are preferred.)**General Experience:** The proposed candidate must have at least eight (8) years of relevant experience as a cost analyst, or have been involved in analysis in business-related subject areas such as accounting, finance, or economics.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in financial cost accounting with demonstrated success in analyzing information systems.

W) Database Management Specialist (Junior)

Position Description: The Database Management Specialist (Junior) shall provide highly technical expertise and support in the use of DBMS. This individual shall evaluate and recommend available DBMS products to support validated user requirements. This individual is responsible for performing the following tasks:

A. Defining file organization, indexing methods, and security procedures for specific user applications

B. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments

C. Ensuring that data integrity, security, and recoverability are built into the DBMS applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of experience in DBMS systems analysis and programming.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in using current DBMS technologies, application design utilizing various database management systems, and experience with DBMS internals.

X) Database Management Specialist (Senior)

Position Description: The Database Management Specialist (Senior) shall provide highly technical expertise and support in the use of DBMS. This individual is responsible for performing the following tasks:

A. Evaluating and recommending available DBMS products to support validated user requirements

B. Defining file organization, indexing methods, and security procedures for specific user applications

C. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments

D. Ensuring data integrity, security, and recoverability are built into the DBMS applications

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least six (6) years of experience in DBMS systems analysis and programming.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems, and experience with DBMS internals.

Y) Database Manager

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

A. Planning and budgeting staff and data resources

B. Supporting application developers in planning preparation, load analysis, and backup and recovery of data

C. Reallocating resources to maximize benefits, when necessary

D. Preparing and delivering presentations on DBMS concepts

E. Providing daily supervision and direction to support staff

F. Monitoring performance and evaluating areas to improve efficiency

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: The proposed candidate must have at least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

Z) Documentation Specialist

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

A. Conducting research and ensuring the use of proper technical terminology

B. Translating technical information into clear, readable documents to be used by technical and non-technical personnel

C. Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment)

Education: This position requires an Associate's Degree in a related field.

General Experience: The proposed candidate must have at least four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in preparing technical documentation including researching for applicable standards.

AA) Facilities Specialist

Position Description: The Facilities Specialist performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to

A. High and low pressure steam plant boilers

B. Security and fire systems

C. Portable and installed generator sets

D. Automatic transfer sets

E. Uninterruptable power supplies

F. Batteries and associated electrical wiring/components

G. Air handling units, pumps, exchangers and cooling towers

H. Carpentry, painting, plumbing and electrical and mechanical activities

I. Various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment

Education: This position requires a High School diploma or the equivalent.

General Experience: The proposed candidate must have at least one (1) year of experience in facilities work or related field.

BB) 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.

CC) Financial Analyst

Position Description: The Financial Analyst shall clearly define government financial business practices and Electronic Commerce/Electronic Data Interchange (EC/EDI) opportunities, and incorporate the defined processes into an automated solution that include relational databases and distributed systems for integration into the government financial business system. The Financial Analyst is responsible for performing the following tasks:

A. Identifying potential problems and recommending solutions through analysis
B. Working with functional specialists, automation specialists, Master Contractors, vendors, and customers to effectively automate the customer's requirements into an automated application
C. Acting as a focal point to coordinate all disciplines in the recommended solution.
D. Communicating with both IT and financial oriented individuals to document the flow, recommend opportunities, impact recommendations, and serve as the liaison between the financial specialist and automation specialist that do not have both disciplines
E. Applying state-of-the-art applications that will automate financial applications in the most effective manner while adhering to the established Accounting Principles and Practices

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Finance, Business, or a related technical discipline. (Note: A Master's degree is preferred.)**General Experience:** The proposed candidate must have at least five (5) years of financial management experience.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in financial management with demonstrated ability in analyzing, designing, and developing automated applications for unique business practices in a fee-for-service environment.

DD) Financial Analyst (Senior)

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

A. Conducting investment analyses or other complex operational analyses

B. Providing expertise and support in conducting a full range of investment analyses activities, including market surveys, cost analyses, benefits analyses, risk analyses, economic analyses, requirements definitions, schedule development, and tradeoff studies

C. Supporting architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses

D. Classifying and summarizing financial data for the preparation and submission of reports on a recurring basis

E. Applying financial analysis to information systems issues

Education: This position requires a Bachelor's degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline. (Note: A Master's degree and a CPA are preferred.)**General Experience:** The proposed candidate must have at least eight (8) years of progressive experience as an analyst or have been involved in analyst type functions in a business related subject area such as accounting, finance or economics.

Specialized Experience: The proposed candidate must have at least five (5) years of financial management experience with demonstrated ability in analyzing information systems. This individual must have knowledge of theories, principles, and practices of financial management, including time value analyses, cash flow analyses, and cost/benefit and return on investment analyses.

EE) 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:

A. Taking primary responsibility for managing the group process and assists groups to be more effective by improving existing group practices.

B. Guiding groups through proven processes and understands basic group dynamics and interrelationships.

C. Intervening when it is evident that the group process or other factors interfere with a group's ability to accomplish specific goals and objectives.

Education: A Bachelor's degree from an accredited college or university with a major in Education, the Social Sciences, Human Resources, Business or a related field.

General Experience: The proposed candidate must have at least five (5) years of experience as a group facilitator.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as a group facilitator involving technical projects.

FF) 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.

GG) 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.

HH) 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.

II) Information Engineer

Position Description: The Information Engineer shall apply a set of disciplines for planning, analysis, design, construction, and maintenance of information systems on a business-wide basis or across a major sector of the business. This individual is responsible for performing the following tasks:

A. Performing business strategic systems planning, information planning, and analysis

B. Performing process and data modeling in support of the planning and analysis efforts using both manual and automated tools (such as I-CASE tools)

C. Applying reverse engineering and re-engineering disciplines to develop migration strategic and planning documents

D. Providing technical guidance in software engineering techniques and automated support tools

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience in engineering, systems analysis, design, and programming.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in information systems development, functional and data requirement analysis, systems analysis, and design, programming, program design, and documentation preparation.

JJ) Information Engineer (Senior)

Position Description: The Information Engineer (Senior) develops analytical and computational techniques and methodology for problem solutions. This position is responsible for performing the following tasks:

A. Performing process and data modeling in support of the planning and analysis efforts using manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools.

B. Applying reverse engineering and reengineering disciplines to develop migration strategic and planning documents.

C. Providing technical guidance in software engineering techniques and automated support tools.

D. Applying business process improvement practices to modernization projects.

E. Applying, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques.

F. Assisting in establishing standards for information systems procedures.

G. Developing and applies organization wide information models for use in designing and building integrated, shared software and Database Management Systems (DBMS).

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and programming using CASE and IE tools and methods.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

KK) 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 Confidential or classified information.

LL) 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.

MM) 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.

NN) 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.

OO) Network Administrator

Position Description: The Network Administrator performs a variety of network management functions related to the operation, performance, or availability of data communications networks. This individual is responsible for performing the following tasks:

A. Analyzing client LANs/WANs, isolating the source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance

B. Modifying command language programs and network start up files, assigning/reassigning network device logical, and participating in load balancing efforts throughout the network to achieve optimum device utilization and performance

C. Establishing new user accounts on the network, granting access to required network files and programs.

D. Managing network E-mail functions

E. Establishing mailboxes and monitoring mail performance on the network

F. Troubleshooting network/user problems, and presenting resolutions for implementation

G. Preparing a variety of network resource reports

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or two (2) years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, the candidate should be certified as a network administrator for a specific network operating system as defined by the State. Certification criteria are determined by the network operating system vendor. Two (2) additional years of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field. This individual must have advanced knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management. This individual must also have experience with cable/LAN meters, protocol analyzers, SNMP' and RMON based software products. Additionally, he/she must have knowledge of Ethernet, FDDI and high speed WANs and routers.

PP) 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.

QQ) Network Engineer (Senior)

Position Description: The Network Engineer is responsible for the design and implementation of large data communications or telecommunications networks. This individual is also responsible for the design and implementation of LANs/WANs using hub switching and router technology. In addition, the Network Engineer is responsible for performing the following tasks:

A. Planning and monitoring the installation of communications circuits

B. Managing and monitoring local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways)

C. Conducting short and long-term plans to meet communications requirements

D. Performing hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment

E. Preparing tradeoff studies and evaluations for vendor equipment

F. Generating network monitoring/performance report, for LAN/WAN utilization studies

G. Recommending network design changes/enhancements for improved system availability and performance

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or a related scientific or technical discipline. If applicable, the candidate must be certified as network engineer for the specific network operating system as defined in by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least nine (9) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least seven (7) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. This individual must have experience with network analysis/management tools and techniques, and be familiar with Personal Computers (PCs) in a client/server environment. This individual must also be familiar with IT technology and long distance and local carrier management.

RR) Network Manager

Position Description: The Network manager performs a variety of network management functions in support of MIS services related to the operation, performance, or availability of data communications networks. This individual shall serve as an LAN/WAN consultant skilled in network analysis, integration, and tuning. His/her responsibilities include performing the following tasks:

A. Modifying command language programs and network start up files, assigning/re-assigning network device logical, analyzing network performance, and recommending adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks

B. Analyzing client LANs/WANs, isolating source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance

C. Conducting load balancing efforts to achieve optimum device utilization and network performance

D. Managing network E-mail functions

E. Establishing mailboxes and monitoring mail performance on the network

F. Coordinating with communications engineering to resolve hardware problems

G. Working with customer and operations staff in scheduling preventative and emergency maintenance activities

Education 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.

SS) 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.

TT) 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.

UU) 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.

VV) Planner, Information Technology (Senior)

Position Description: The Information Technology Planner (Senior) provides planning services for a wide range of programs and projects including design, development, implementation, post-implementation and maintenance of the systems. The tasks that this position performs includes:

A. Provides SWOT analyses, critical success factor analyses, strategic business planning, strategic information systems planning, value chain analyses, e-business assessments, and other techniques used to establish strategic plans.

B. Provides expertise in conducting research, evaluations, and studies required to develop both short-term and long-term plans.

C. Provides plans, designs, concepts, and develops both general and specific program and project strategies for linking proposed investments in IT to business results.

D. Provides planning, scheduling, networking and coordination assistance among State organizations involved in implementation and integration efforts. Identifies problems and recommends solutions.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Planning or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years progressive experience as an IT planner or involved in planning type functions.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in planning, analyses, design, development, implementation and post-implementation of IT projects or systems.

WW) 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.

XX) Program Manager

Position Description: The Program Manager serves as the single point of contact for the State regarding day-to-day IT project operations. The position shall oversee and direct all resources provided under this RFP. His/her responsibilities shall include overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance and implementing course corrections as needed. The Program Manager is responsible for performing the following:

A. Managing day-to-day project activities
B. Identifying issues and risks and recommending possible issue and risk mitigation strategies
C. Facilitating State agency and Master Contractor discussions / meetings
D. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
E. Identifying critical paths, tasks, dates, testing, and acceptance criteria
F. Ensuring the application of State SDLC standards.
G. Providing solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels)
H. Monitoring issues and providing resolutions for up-to-date status reports
I. Documenting and delivering project management related artifacts

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a Project Management Professional (PMP) certification from the Project Management Institute (PMI).

General Experience: The proposed candidate must have at least ten (10) years of experience in project management.

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.

YY) Program Manager, Deputy

Position Description: The Deputy Program Manager works closely with the Program Manager to ensure the smooth running of the program and/or project(s). The Program Manager is responsible for performing the following:

A. project scheduling;

B. assigning staff;

C. allocating resources;

D. assessing risk and its management;

E. coordinating the various components which contribute to the program and/or project(s) as a whole to ensure they are being delivered on time; ensuring that deadlines are met;

F. updating staff and keeping all stakeholders in the program and/or project(s) informed of progress and any issues which may arise.

G. Support the Program Manager on contract operations.

H. May be called upon by Program Manager to organize, direct, and coordinate the planning and production of contract activities, projects and support activities, including those of subcontractors.

I. May oversee the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

J. Demonstrates excellent written and verbal communications skills.

Education: This position requires a Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Current Project management certification is required.

General Experience: The proposed candidate must have at least ten (8) years of experience in program or project management.

ZZ) 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.

AAA) Project Manager, Deputy

Position Description: The Deputy Project Manager reports to the Program Manager. The Deputy Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders including process management, change management, document management, and contract management. Tasks performed by the Deputy Project Manager include:

A. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project.

B. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria.

C. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels).

D. Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: This position requires a from an accredited college or university with a major in Engineering, Computer Science, Information Systems, Business or other related discipline. (Note: A master's degree or project management certification is preferred.)

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget.

BBB) 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

A. Facilitating State agency and Master Contractor discussions / meetings

B. Identifying issues and risks, and recommending possible issue and risk mitigation strategies

C. Identifying critical paths, tasks, dates, testing, and acceptance criteria

D. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget

E. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)

F. Monitoring issues and providing resolutions for up-to-date status reports

G. Demonstrating excellent writing and oral communications skills

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a PMP certification from the PMI.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. In addition, he/she must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. The candidate must possess at least five (5) years of experience using PMI's PMBoK methodologies and artifacts.

CCC) Project Manager, Technical

Position Description: The Technical Project Manager performs day-to-day management of activities pertaining to the non-functional technical deliverables of the project. This individual is responsible for performing the following **Position Description:**

A. Identifying issues and risks, and recommending possible issue and risk mitigation strategies

B. Facilitating State agency and Master Contractor discussions / meetings

C. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget

D. Identifying critical paths, tasks, dates, testing, and acceptance criteria

E. Forming the strategy and roadmap for operating systems platform and architecture

F. Influencing the business and development teams on future architecture

G. Works with other IT and business teams for technology impacts across the enterprise and formulates strategy.

H. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)

I. Mentoring architects, developers, and analysts of all levels in industry best practices, procedures, and concepts

J. Monitoring issues and providing resolutions for up-to-date status reports

K. Demonstrating excellent writing and oral communications skills

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates

must possess a Project Management Professional (PMP) certification from PMI. Information Technology Infrastructure Library (ITIL) certification is required.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. This individual must have at least five (5) years of experience in designing Enterprise Architecture (i.e. Infrastructure, Technology, and Application) for integrated applications for an organization of equal or greater size. The candidate must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. In addition, he/she must possess at least five (5) years of experience using PMI's PMBoK methodologies and artifacts.

DDD) Quality Assurance Consultant (Senior)

Position Description: The Quality Assurance Consultant provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. This individual is responsible for performing the following tasks:

A. Establishing capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementing effective root cause analysis and corrective action system, and continuous process improvement

B. Providing strategic quality plans in targeted areas of the organization

C. Providing QA strategies to ensure continuous production of products consistent with established industry standards, government regulations, and customer requirements

D. Developing and implementing life cycle and QA methodologies and educating, and implementing QA metrics

Education: This position requires a Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems or a related discipline.

General Experience: The proposed candidate must have at least eight (8) years of information systems quality assurance experience.

Specialized Experience: The proposed candidate must have at least five (5) years of experience working with statistical methods and quality standards. This individual must have a working QA/process knowledge, and possess superior written and verbal communication skills.

EEE) Quality Assurance, Manager

Position Description: The Quality Assurance Manager must be capable of maintaining and establishing a process for evaluating software and associated documentation. The individual in this position performs the following tasks:

A. Determine the resources required for quality control.

B. Maintain the level of quality throughout the software life cycle.

C. Develops software quality assurance plans.

D. Conducts formal and informal reviews at predetermined points throughout the development life cycle.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience in quality assurance and quality control.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment.

FFF) Quality Assurance Specialist

Position Description: The Quality Assurance Specialist determines the resources required for quality control. This individual is responsible for performing the following tasks:

A. Maintaining the level of quality throughout the software life cycle

B. Developing software quality assurance plans

C. Maintaining and establishing a process for evaluating software and associated documentation

D. Participating in formal and informal reviews at predetermined points throughout the development life cycle to determine quality

E. Examining and evaluating the software quality assurance (SQA) process and recommending enhancements and modifications

F. Developing quality standards

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience working with quality control methods and tools.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in verification and validation, software testing and integration, software metrics, application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

GGG) 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.

HHH) Risk Assessment Consultant (Senior)

Position Description: The Risk Assessment Consultant (Senior) manages the identification and reporting on risk assessments and updates evaluations in order to determine and forecast operational needs and changes. This position performs the following tasks:

A. Provides presentations on reporting and operational enhancements and metrics with special focus on variance analysis. Establish risk management policies and procedures, and guidelines on risk limits.

B. Provides fraud expertise on services to internal and external customers.

C. Develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks.

D. Identifies problems and recommends solutions to risk assessments.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of risk assessment experience.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in IT risk assessment.

III) Scrum Master

Position Description: Conduct release planning, sprint planning, product and sprint backlog grooming, sprint reviews, retrospectives, daily standup meetings, user story development, estimation, and other related activities. Coaching/mentoring of agile methodologies, processes, and best practices as it is implemented and used during the application development life cycle. Assess the Scrum Maturity of the team and organization and coaching the team to higher levels of maturity, at a pace that is sustainable and comfortable for the team and organization

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. First or Second level Scrum Master certification (CSP, PSM)

General Experience: The proposed candidate must have at three (3) years of experience as a software engineer, business analyst or IT project manager.

Specialized Experience: An understanding of financial or budgeting processes and instruments desired. Experience with enterprise software development within a government, or financial management organization is strongly preferred.

JJJ) Software Engineer

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

A. Prepares programming specifications.

B. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses.

C. Prepares unit and test scripts.

D. Prepares documentation.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have at three (3) years of experience as a software engineer.

Specialized Experience: The proposed candidate must have at least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with Database Management Systems (DBMS).

KKK) Systems Administrator

Position Description: The Systems Administrator monitors and coordinates all data system operations including security procedures and liaison with end users. This individual is responsible for performing the following tasks:

A. Ensuring that necessary system backups are performed, and storage and rotation of backups are accomplished

B. Monitoring and maintaining records of system performance and capacity to arrange vendor services, or other actions for reconfiguration, and anticipating requirements for system expansion

C. Assisting managers to monitor and comply with State data security requirements

D. Coordinating software development, user training, network management and minor installation and repair of equipment

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or a related technical discipline. A Bachelor's degree in one of the above disciplines is equal to one (1) year of specialized and two (2) years of general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least one (1) year of experience administering multi user, shared processor systems and data communications networks.

LLL) 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.

MMM) Systems Architect (Senior)

Position Description: The Systems Architect (Senior) is responsible for developing business, data, systems, and infrastructure models to develop enterprise architectures. His/her responsibilities include performing the following tasks:

A. Developing plans for migrating architectures
B. Developing technical reference models to include hardware/software standards
C. Engineering integrated hardware and software solutions to meet mission requirements

Education: This position requires a Bachelor's degree from an accredited college or university in Computer Science, Information Systems or a related field; or three (3) years of equivalent experience in a related field. (Note: A Master's degree in Information Technology is a plus.)

General Experience: The proposed candidate must have experience performing architecture related work on at least five IT systems.

Specialized Experience: The proposed candidate must have experience performing a significant role in all aspects of architecture related work on at least two large IT systems.

NNN) 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.

OOO) 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.

PPP) 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.

QQQ) 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.

RRR) Security, Data Specialist

Position Description: The Security Data Specialist is responsible for the planning, design, implementation and monitoring of security measures, policies, methods and procedures which safeguard the integrity of and access to enterprise systems, files and data elements. This position performs the following tasks:

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

B. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion.

C. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives.

Education: This position requires an Bachelor's Degree Bachelor's degree in Computer Science, Information Systems, or equivalent work experience.

General Experience: The proposed candidate must have at least four (4) years of IT work experience in data security.

Specialized Experience: The proposed candidate must have worked independently or as part of a team under general supervision and coached more junior technical staff.

SSS) 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.

TTT) 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.

UUU) 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.

VVV) 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:

H. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS.

I. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena.

J. Performs risk analyses, which also include risk assessment.

K. 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.

WWW) Technical Writer/Editor

Position Description: The Technical Writer/Editor assists in collecting and organizing information for the preparation of user manuals, training materials, installation guides, proposals, and reports. This individual is responsible for performing the following tasks:

A. Editing functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables or document

B. Conducting research and ensuring the use of proper technical terminology

C. Translating technical information into clear, readable documents to be used by technical and non-technical personnel

D. Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment)

E. Assisting in performing financial and administrative functions

Education: This position requires an Associate's Degree in related field. (Note: A Bachelor's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of experience in this area and must demonstrate the ability to work independently, or under only general direction.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in preparing and editing documents, including technical documents. This individual must also be able to conduct research for applicable standards.

XXX) 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).

YYY) Training Specialist/Instructor

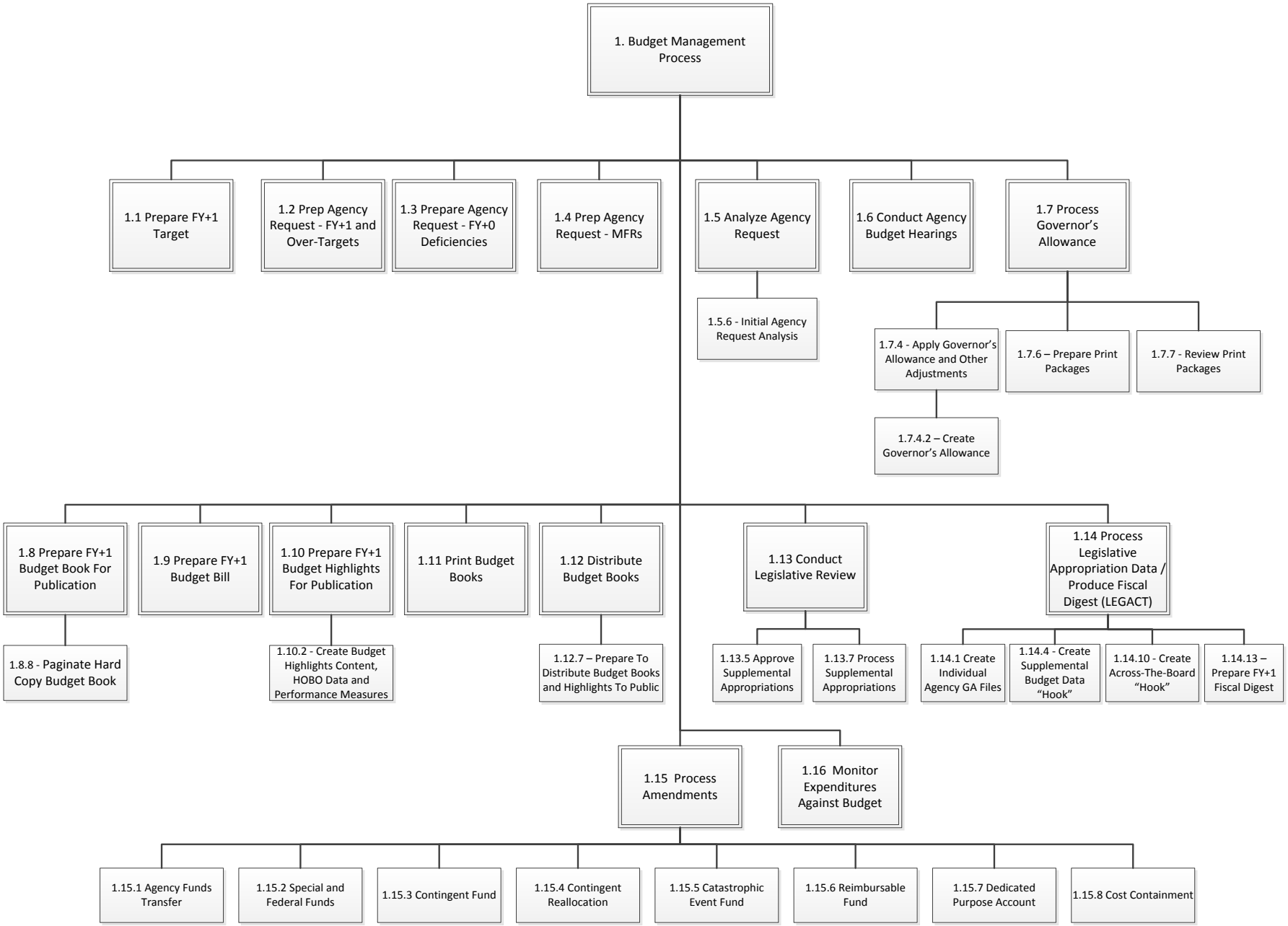
Position Description: The Training Specialist/Instructor conducts the research necessary to develop and revise training courses, and prepares appropriate training catalogs. This individual shall prepare all instructor materials (course outline, background material, and training aids) and student materials (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.

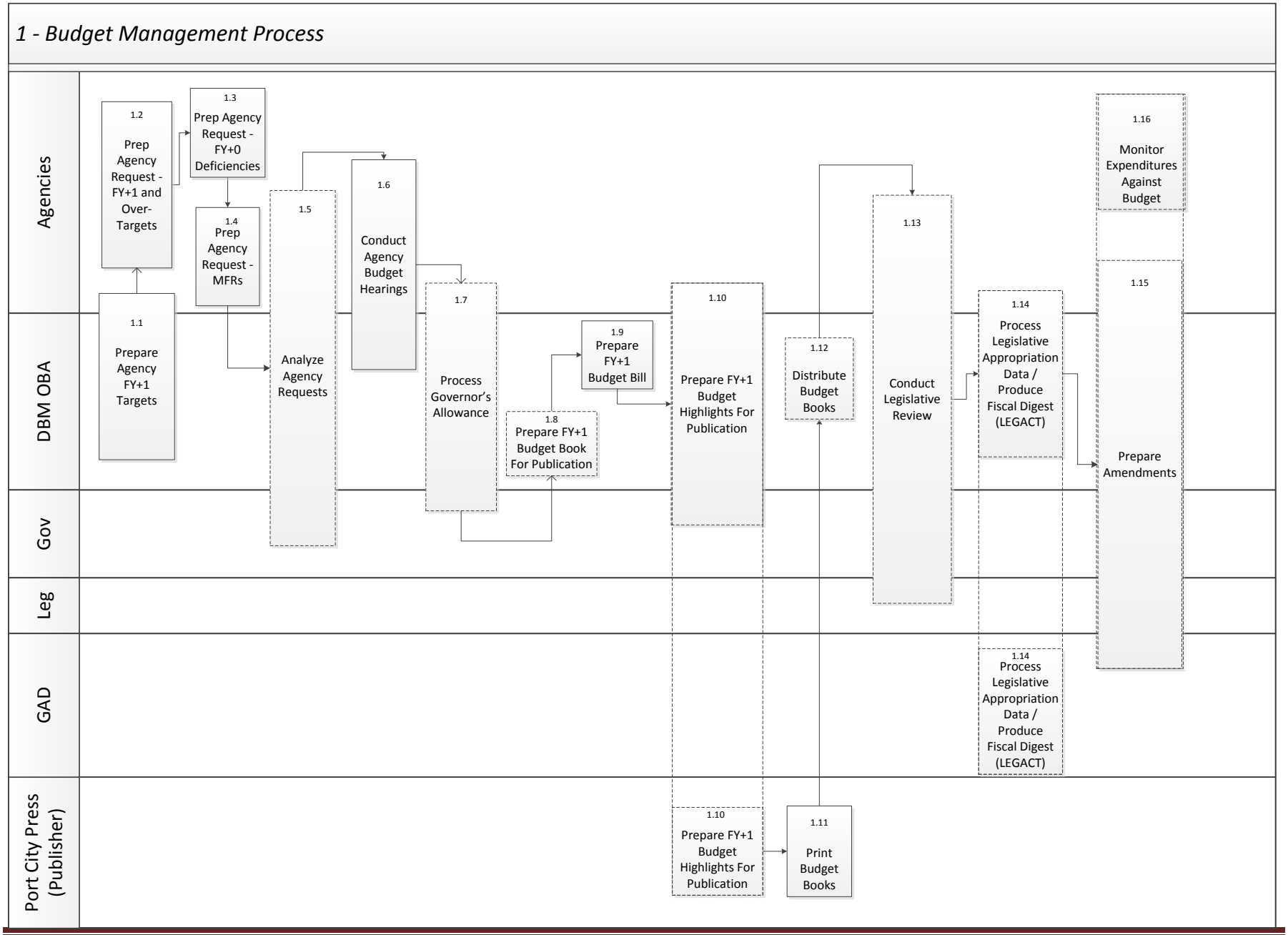
Education: This position requires a Bachelor's degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

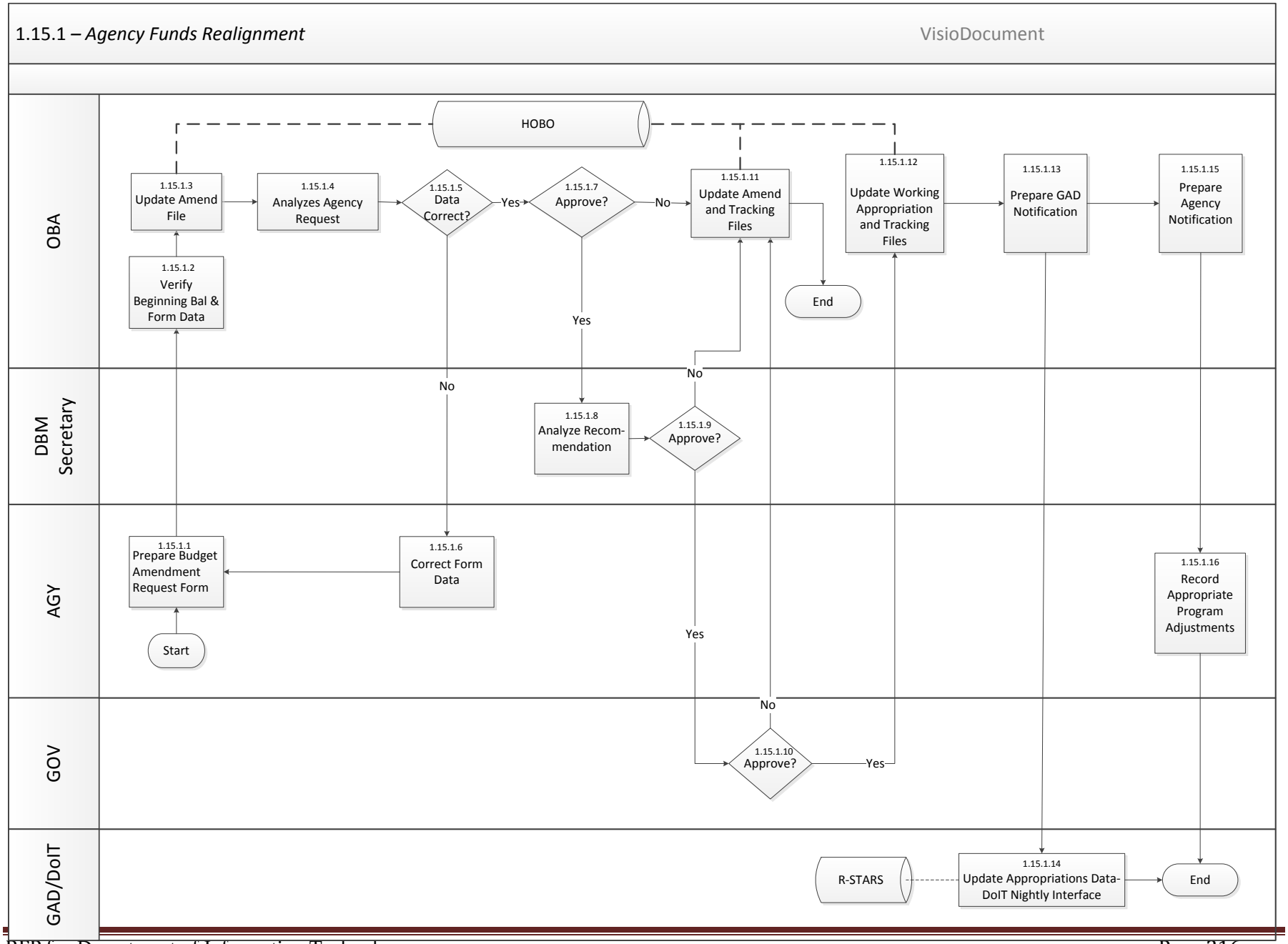
General Experience: The proposed candidate must have at least four (3) years of experience in information systems development, training, or related fields.

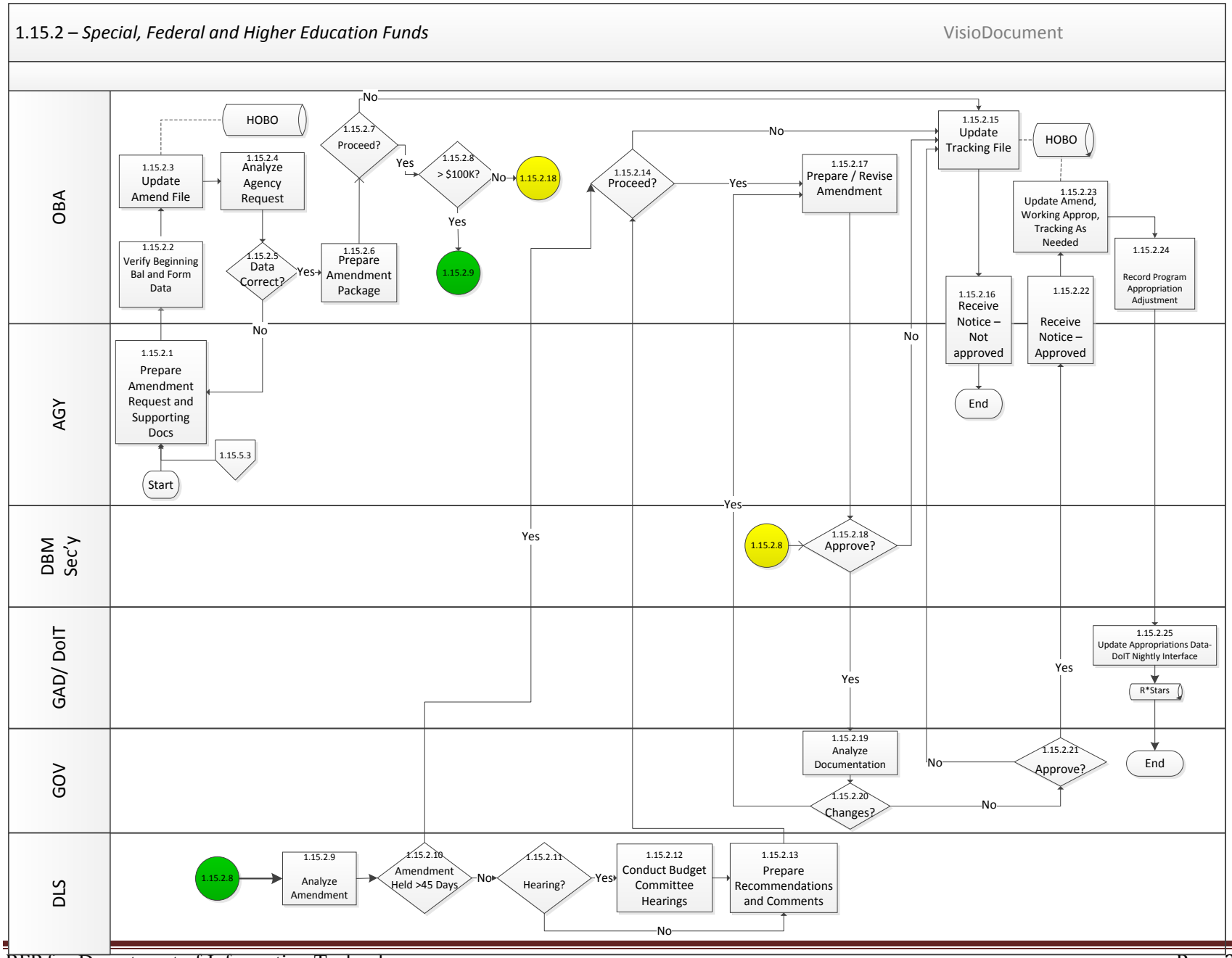
Specialized Experience: The proposed candidate must have at least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

ATTACHMENT U - SELECTED AS-IS PROCESS FLOWS


1. Budget Management Process
1.1 Prepare FY+1 Target
1.2 Prep Agency Request - FY+1 and Over-Targets
1.3 Prepare Agency Request - FY+0 Deficiencies
1.4 Prep Agency Request - MFRs
1.5 Analyze Agency Request
1.5.6 - Initial Agency Request Analysis
1.6 Conduct Agency Budget Hearings
1.7 Process Governor's Allowance
1.7.4 - Apply Governor's Allowance and Other Adjustments
1.7.4.2 – Create Governor's Allowance
1.7.6 – Prepare Print Packages
1.7.7 - Review Print Packages
1.8 Prepare FY+1 Budget Book For Publication
1.8.8 - Paginate Hard Copy Budget Book
1.9 Prepare FY+1 Budget Bill
1.10 Prepare FY+1 Budget Highlights For Publication
1.10.2 - Create Budget Highlights Content, HOBO Data and Performance Measures
1.11 Print Budget Books
1.12 Distribute Budget Books
1.12.7 – Prepare To Distribute Budget Books and Highlights To Public
1.13 Conduct Legislative Review
1.13.5 Approve Supplemental Appropriations
1.13.7 Process Supplemental Appropriations
1.14 Process Legislative Appropriation Data / Produce Fiscal Digest (LEGACT)
1.14.1 Create Individual Agency GA Files
1.14.4 - Create Supplemental Budget Data "Hook"
1.14.10 - Create Across-The-Board "Hook"
1.14.13 – Prepare FY+1 Fiscal Digest
1.15 Process Amendments
1.16 Monitor Expenditures Against Budget
1.15.1 Agency Funds Transfer
1.15.2 Special and Federal Funds
1.15.3 Contingent Fund
1.15.4 Contingent Reallocation
1.15.5 Catastrophic Event Fund
1.15.6 Reimbursable Fund
1.15.7 Dedicated Purpose Account
1.15.8 Cost Containment


1 - Budget Management Process
Agencies
DBM OBA
Gov
Leg
GAD
Port City Press (Publisher)
1.1 Prepare Agency FY+1 Targets
1.2 Prep Agency Request - FY+1 and Over-Targets
1.3 Prep Agency Request - FY+0 Deficiencies
1.4 Prep Agency Request - MFRs
1.5 Analyze Agency Requests
1.6 Conduct Agency Budget Hearings
1.7 Process Governor's Allowance
1.8 Prepare FY+1 Budget Book For Publication
1.9 Prepare FY+1 Budget Bill
1.10 Prepare FY+1 Budget Highlights For Publication
1.10 Prepare FY+1 Budget Highlights For Publication
1.11 Print Budget Books
1.12 Distribute Budget Books
1.13 Conduct Legislative Review
1.14 Process Legislative Appropriation Data / Produce Fiscal Digest (LEGACT)
1.14 Process Legislative Appropriation Data / Produce Fiscal Digest (LEGACT)
1.15 Prepare Amendments
1.16 Monitor Expenditures Against Budget


1.15.1 – Agency Funds Realignment
VisioDocument
OBA
DBM Secretary
AGY
GOV
GAD/DoIT
HOBO
1.15.1.3 Update Amend File
1.15.1.4 Analyzes Agency Request
1.15.1.5 Data Correct?
Yes
1.15.1.7 Approve?
No
1.15.1.11 Update Amend and Tracking Files
1.15.1.12 Update Working Appropriation and Tracking Files
1.15.1.13 Prepare GAD Notification
1.15.1.15 Prepare Agency Notification
1.15.1.2 Verify Beginning Bal & Form Data
End
Yes
No
No
1.15.1.8 Analyze Recom-mendation
1.15.1.9 Approve?
1.15.1.1 Prepare Budget Amendment Request Form
1.15.1.6 Correct Form Data
1.15.1.16 Record Appropriate Program Adjustments
Start
Yes
No
1.15.1.10 Approve?
Yes
R-STARS
1.15.1.14 Update Appropriations Data-DoIT Nightly Interface
End


1.15.2 – Special, Federal and Higher Education Funds
VisioDocument
OBA
AGY
DBM Sec'y
GAD/ DoIT
GOV
DLS
HOBO
1.15.2.3 Update Amend File
1.15.2.4 Analyze Agency Request
1.15.2.7 Proceed?
1.15.2.8 > $100K?
1.15.2.18
1.15.2.9
1.15.2.2 Verify Beginning Bal and Form Data
1.15.2.5 Data Correct?
1.15.2.6 Prepare Amendment Package
1.15.2.14 Proceed?
1.15.2.17 Prepare / Revise Amendment
1.15.2.15 Update Tracking File
1.15.2.23 Update Amend, Working Approp, Tracking As Needed
1.15.2.24 Record Program Appropriation Adjustment
1.15.2.16 Receive Notice – Not approved
1.15.2.22 Receive Notice – Approved
End
1.15.2.1 Prepare Amendment Request and Supporting Docs
1.15.5.3
Start
1.15.2.8
1.15.2.18 Approve?
1.15.2.25 Update Appropriations Data- DoIT Nightly Interface
R*Stars
1.15.2.19 Analyze Documentation
1.15.2.20 Changes?
1.15.2.21 Approve?
End
1.15.2.8
1.15.2.9 Analyze Amendment
1.15.2.10 Amendment Held >45 Days
1.15.2.11 Hearing?
1.15.2.12 Conduct Budget Committee Hearings
1.15.2.13 Prepare Recommendations and Comments
Yes
No

ATTACHMENT V - REPORTS

The following is a list of reports that have been identified to date for the EBS. Many represent the same report with a different filter or sort criteria. Additional reports may be identified during the execution of the project.

Number	Report Name	Used By	Description
1.	Executive Dashboard	agencies, OBA, DLS	High-level summary dashboard with revenue and expenditure budget and actuals, staffing, and program metrics. Allows personalization and drill-down.
2.	Revenue and expenditure summaries	agencies, OBA, DLS	Summaries of various revenue sources and expenditures by Period, COA hierarchy, Fund, Fund/Source or any combination.
3.	Position vacancy reports by agency	agencies, OBA, DLS	List of all positions vacant with grade, step, salary, agency, and hiring freeze status.
4.	Total vacancy reports by agency	agencies, OBA, DLS	Total of vacancies per month for each agency, with multiple years of history.
5.	Personnel report	agencies, OBA, DLS	Personnel information by unit, program, subprogram: position number, classification, grade, step, salary, retirement code, health insurance, FICA, turnover, unemployment, overtime, actual expenditures FY-1, Appropriation FY 0, Request/Allowance FY +1
6.	Position changes	agencies, OBA, DLS	Personnel information for any changes in positions from FY 0 to FY +1: by unit, program, subprogram: position number, grade, classification, step, salary, retirement code, health insurance, FICA, turnover, unemployment, overtime, actual expenditures FY-1, Appropriation FY 0, Request/Allowance FY +1.
7.	Position report by classification	agencies, OBA, DLS	Personnel information summarized by classification: by unit, program, subprogram: position number, grade, classification, step, salary, retirement code, health insurance, FICA, turnover, unemployment, overtime, actual expenditures FY-1, Appropriation FY 0, Request/Allowance FY +1.
8.	Position summary	agencies, OBA, DLS	Personnel summary by unit, program, subprogram of number of positions and dollars spent or budgeted (FY-1, FY 0, FY+1).
9.	Budget object Summary by unit	agencies, OBA, DLS	For any COA level, providing FY -1, FY 0, FY +1. For FY+1, show request and allowance and differences between allowance and request. Also shows differences between allowance and FY 0.
10.	Detail for non-General Funds	agencies, OBA, DLS	Detail of non-General Funds by program, showing revenue and expenditure. FY -1, FY 0, FY +1.

Number	Report Name	Used By	Description
11.	Request detailed report by subprogram	agencies, OBA, DLS	3 years of actuals history, FY 0, and request for FY +1.
12.	Allowance detailed report by subprogram	agencies, OBA, DLS	3 years of actuals history, FY 0, and allowance for FY +1. Shows analyst comments.
13.	Subprogram level summary	agencies, OBA, DLS	At subobject level; displays summaries at subprogram level. 3 years of expenditures, FY 0, and FY +1 request. Subtotals for programs and units and agencies.
14.	Unit level summary	agencies, OBA, DLS	At subobject level; displays summaries at unit level. 3 years of expenditures, FY 0, and FY +1 request. Column with difference between FY 0 and FY +1 request.
15.	Detail comparison of expenditures and appropriations (COA levels)	agencies, OBA, DLS	Compares two years of expenditures with two years of appropriations. Includes FY 0, and FY +1 request.
16.	Turnover by subprogram, program, unit	agencies, OBA, DLS	Turnover rates for full-time and contractual employees. Can do entire agency turnover rate also.
17.	Personnel detail by classification, unit, and program.	agencies, OBA, DLS	FY -1, FY 0, FY +1 request and FY +1 allowance
18.	Personnel fringe benefit detail at unit level (FICA, health insurance, retirement, unemployment)	agencies, OBA, DLS	Provides salary and fringe benefit totals for an entire unit. Provides unit, program, subprogram of allowance for fringe benefits. FY -1, FY 0, FY +1 request and FY +1 allowance
19.	Personnel additional fringes: additional assistance, overtime, shift differential, miscellaneous, turnover	agencies, OBA, DLS	Provides salary and fringe benefit totals for each unit, program, subprogram of allowance for positions, salaries, additional assistance, overtime, shift differential, miscellaneous, turnover. FY -1, FY 0, FY +1 request and FY +1 allowance
20.	Personnel report on retirement, deferred compensation, and sick leave incentive program	agencies, OBA, DLS	Provides unit/program/subprogram allowance for all retirement, deferred compensation, and sick leave incentive.
21.	Budget amendment list: status in process	agencies, OBA, DLS	Need easy access in system for list of budget amendments in process (for each agency or department), but also statewide.
22.	Legislative appropriation vs Budget Book appropriation	agencies, OBA, DLS	Program level and object level summary for actuals, legislative appropriation, budget book appropriation, request, and change from budget book to request. Changes in dollars and PINs from actuals to budget book and from budget book to request.

Number	Report Name	Used By	Description
23.	Comparison of [FUND] by subobject, subprogram, unit	agencies, OBA, DLS	Need ability to compare several years of history with FY-1, FY+0, and FY +1. Filter for each fund type.
24.	Fund analysis	agencies, OBA, DLS	Need ability to compare revenues and expenditures for a particular fund source (e.g. Transportation Trust Fund, Chesapeake Bay 2010, Mortgage Lender Originator, Special Administrative Expense Fund, etc.)
25.	Custom charts (including Sec. A and C of OBA analysis)	agencies, OBA, DLS	Need ability to create charts populated partially by expenditure and/or revenue data
26.	Comparison of Current Unrestricted Funds by subobject, subprogram, unit	agencies, OBA, DLS	Need ability to compare several years of history with FY-1, FY+0, and FY +1.
27.	Comparison of Current Restricted Funds by subobject, subprogram, unit	agencies, OBA, DLS	Need ability to compare several years of history with FY-1, FY+0, and FY +1.
28.	Summary report for each department	agencies, OBA, DLS, DHMH, DPSCS, DHCD, DBED, MDE, DJS, DNR, MDA, DHR, etc.	Need ability to **simply** print or view report of an entire department at program level summary (one page). Several years actuals, FY-1, FY0, FY +1.
29.	Fiscal Digest	All State agencies, Legislature, Governor, public	starting appropriation for fiscal year; position information; revenue summary by fund type
30.	Maryland Operating Budget Books	All State agencies, Legislature, Governor, public	Governor's Allowance. Includes performance measurement data and various charts.
31.	Highlights book	All State agencies, Legislature, Governor, public	Executive summary of the Governor's Allowance with charts, summary data of all agencies and positions. Appendices with local aid data, revenue data, and fund forecasts.
32.	New positions report	All State agencies, Legislature, Governor, public	In January, new positions in Governor's Allowance. In June, new positions in Legislative Appropriation.
33.	New vehicles	Fleet management, All State agencies, Legislature, Governor	In January, new vehicles in Governor's Allowance. In June, new vehicles in Legislative Appropriation.
34.	Chesapeake Bay restoration expenditures	Legislature, Governor, public	Summary of expenditures in multiple agencies.
35.	Indirect cost recoveries	Legislature, Governor, public	Summary of recoveries from multiple agencies.

Number	Report Name	Used By	Description
36.	Summary of allowance by program, fund, PINs, Contractuals	OBA	Helps to verify that targets for GF, contractuals, PINs are met.
37.	Budget Analysis	OBA	Detailed comparison of agency submission and OBA analyst recommendation. Includes program-level detail, variances, charts, trends, selected decision points
38.	Audit Trail	OBA	History of changes for a time period or budget phase (at COA level or by user)
39.	Usage History	OBA	Usage history by user or agency (activity log)
40.	System Change History	OBA	Reference Data and/or configuration modifications over a time period
41.	Budget object summary by fund type	OBA, DLS	Object totals by fund type at agency level summary for FY-1, FY 0, FY +1 request. Shows differences between FY +1 request and FY 0.
42.	Agency Groups	OBA, DLS	Summary and detail budget variances and expenditures for a group of agencies (e.g. all higher education) combined, with totals by institution.

ATTACHMENT W - FEATURES MATRIX

Note: Attachment W is an Word Document accompanying this RFP.

The Features Matrix lists detailed features of a functional or technical nature that the State is looking for in the Solution.

Instructions:

This Appendix provides the requirements table for the RFP. The features are set forth to allow the State to determine how well any particular Solution meets the State's expectations. The term "ability to" is defined as the fully configured capability to perform the remainder of the functional statement. For instance "ability to forecast multi-year budgets for 5 or more years" means that the end users will be able to create a multi-year forecast for 5 years when the system is implemented.

Weight:

If a feature is marked as "Required", the State expects that the feature will be part of the future business process and expects that it is part of the proposed Solution. If a feature is marked as "Desired", the proposed Solution does not need to provide that functionality, but it would be to the benefit of the State if the feature were available.

Compliance Code:

The Offeror is expected to insert a Compliance Code for each feature in the table below. A Compliance Code is not required for the feature section header. The acceptable Compliance Codes are as follows:

"Yes" - Offeror can fully meet the feature as written with its proposed Solution. If applicable, Offeror shall provide in the "Explain / Describe" column an explanation of how it could implement the feature. This may include use of separate or add-on products from third parties. Offeror may also use the "Explain / Describe" column to provide a cross-reference to a detailed explanation included in an attachment to its proposal. Also, if a feature prevents another feature from being satisfied, please indicate that here (e.g. if the Solution can have feature A or B, but not both).

"No" - Offeror cannot provide the feature and has no firm plans to be in the position to implement this feature before implementation at the State. A blank or "NA" in any box in this Column will be interpreted by the State as a "No".

"Other" - Offeror can meet the feature by customizing, modifying or otherwise altering the base product. This may also include planned functionality in a future version. The Offeror must define their "Other" codes clearly. Some examples are included below. Offeror shall provide in the "Explain / Describe" column an explanation of the complexity of this customization.

Example "Other" Codes

"Future" – This functionality is planned but is not yet available in the version proposed for this Solution. Identify which future version will contain this functionality.

"Custom" – A customization is the use of a provided user exit to add functionality to existing processes and programs. User exits are maintained by the Manufacturer to be version agnostic so that a future version of the base product will contain the same user exit.

"Mod" – A modification is an alteration of the core product code. The modification may have to be redone for each future patch or upgrade.

"GUI" – This feature requires a change in the user interface of the Solution, but does not alter the core code.