



DEPARTMENT OF INFORMATION TECHNOLOGY

DoIT

REQUEST FOR PROPOSALS (RFP)

**MEDICAL CANNABIS SEED-TO-SALE TRACKING
SYSTEM**

SOLICITATION NO. 060B6400047

Issue Date: June 24, 2016

NOTICE TO OFFERORS

A Prospective Offeror that has received this document from the Department of Information Technology website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror. Minority Business Enterprises Are Encouraged to Respond to this Solicitation.

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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: <<Solicitation Number>> Entitled: <<Solicitation Title>>

Your comments will help us improve the procurement process.

Thank You.

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

STATE OF MARYLAND
DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)
RFP KEY INFORMATION SUMMARY SHEET

RFP Title:	Medical Cannabis Tracking System
RFP Number:	060B6400047
RFP Issuing Department or Agency:	DoIT 45 Calvert St. Annapolis, Maryland 21401
RFP Issue Date:	June 24, 2016
Proposals Due Date and Time:	07/25/2016 at 2:00 PM; Local Time
Questions Due Date and Time:	07/18/2016 at 2:00 PM; Local Time
Procurement Officer:	Larif Hamm Phone: 410-260-4040 e-mail: Larif.Hamm@maryland.gov
Contract Manager:	Richard Durkee Phone: 410-260-7307 e-mail: Richard.Durkee@maryland.gov
Send Proposals to:	DoIT 45 Calvert St. Annapolis, Maryland 21401 Attention: Procurement Officer Larif Hamm
Send Questions (e-mail only) to:	Larif.Hamm@maryland.gov
Contract Type	Refer to RFP Section 1.3
Contract Duration	Three (3)year base period and two (2) one-year option periods
MBE Subcontracting Goal:	0 %
VSBE Subcontracting Goal:	0%
Small Business Reserve	No
Pre-Proposal Conference:	07/08/2016; 10:00 AM Local Time 45 Calvert Street, Room 240A – Second Floor Annapolis, MD 21401 See Attachment E for Response Form

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) on behalf of the Maryland Medical Cannabis Commission (MCCC) to provide a Commercial Off the Shelf System Software as a Service (SaaS) application that supports the identification and tracking of medical cannabis in all its forms for the purposes of inventory, enforcement, investigations and diversion prevention (“Seed-to-Sale System” or “System”).
- 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 for a three (3) year base period and two (2) one-year option periods See Section 1.4 for more information.
- 1.1.3 Services provided under this Contract will be provided via a self-funded business model. The self-funded business model will establish pre-defined fee structures to support design, development and hosting of the Seed-to-Sale System.
- 1.1.4 The Department intends to make a single award as a result of this RFP.
- 1.1.5 Offerors, either directly or through their subcontractor(s), must be able to provide all products/services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

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

Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
API	Application Programming Interface - In computer programming, an application programming interface (API) is a set of routine definitions, protocols, and tools for building software and applications.
Business Day	Monday through Friday (excluding State holidays)
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A.

Contract Manager	The State representative for the Contract 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; the business entity awarded the Contract
Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP
Contractor’s Point of Contact (POC)	Person designated at the time of Contract award by the Contractor as the single point of contact with the authority and knowledge to resolve contract issues.
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data.
DGS	Maryland Department of General Services
Dispensary	An entity licensed to acquire, possess, process, transfer, transport, sell, distribute, dispense or administer Cannabis, products containing Cannabis, related supplies, related products containing Cannabis including food, tinctures, aerosols, oils, or ointments, or educational materials for use by a qualifying patient or caregiver.
DoIT	Maryland Department of Information Technology
Department of Information Technology	The unit of the Executive Branch of Maryland State government issuing the RFP
eMM	eMaryland Marketplace
Fixed-Price	Pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment.
Grower	Licensed entity that cultivates, manufacturers, processes, packages, or dispenses medical cannabis; or processes medical cannabis products; and is authorized by the Commission to provide cannabis to a qualifying patient, caregiver, processor, dispensary, or independent testing laboratory.
Independent Testing Laboratory	Facility, an entity, or a site that offers or performs tests

	related to the inspection and testing of cannabis and products containing cannabis.
IT	Information Technology
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.
Lot	Lot means all of a medical cannabis finished product that is uniform, that is intended to meet specifications, and that is manufactured, packaged, or labeled together during a specified time period according to a single lot record.
MMCC	Maryland Medical Cannabis Commission
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
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.
Offeror	An entity that submits a proposal in response to this RFP
POC	Point of Contact
Licensed Processor	Licensed by the MMCC, an entity that: (a) transforms medical cannabis into another product or extract; and (b) packages and labels medical cannabis.
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract.
Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal

Request for Proposals (RFP)	This Request for Proposals for the Department of Information Technology, including any amendments / addenda thereto
Revenue Neutral	Revenue Neutral – Procurement of services without charge to the State, regardless of the actual costs incurred, since costs are paid by one or more third parties.
Seed-to-Sale System or System	A System that supports the identification and tracking of commercial Cannabis in all its forms, for the purposes of inventory, enforcement, investigations and diversion prevention.
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Govt. § 10-1301(c)
Service Level Agreement (SLA)	Measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
Service Provider	The entity responsible for directly providing or fulfilling services awarded under this Contract.
Software as a Service (SaaS)	<p>The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>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.</p>

State	The State of Maryland
Subservice Organization	A third party entity subcontracted by the Contractor or Service Provider to provide or perform some portion of the services awarded under this Contract.
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics
TOS	The terms of service governing access to and use of the services provided pursuant to this Contract.
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, plus the actual cost of any materials provided. The labor category hourly rates may not exceed the hourly rates specified in the Contract. The Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended its Contractor Personnel, totally and productively in the performance of the specific tasks. In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used. The fixed hourly labor category rates, plus the actual cost of materials, will be the only payment made.
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)
Upgrade	A new release of any component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Working Day(s)	Same as “Business Day”
Work Order (WO)	A subset of work authorized by the Contract Manager performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

1.3 Contract Type

The Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.06. Fixed Price (FP) and Time and Material (TM) WO Agreements as described in each respective WO Request will be issued under the Contract, as appropriate to the type of services being requested. In addition, business beneficial, revenue neutral, or commission only concepts may be applied.

1.4 Contract Duration

- 1.4.1 The Contract shall start from the date of full contract execution by the parties.
- 1.4.2 As of the NTP Date contained in a Notice to Proceed (NTP), the Contractor shall begin to 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 Contract resulting from this RFP shall be for three (3) years from Contract start date.
- The State, at its sole option, may renew the term of the Contract through two (2) additional one-year renewal options for up to a total potential contract length of five (5) years.
- 1.4.4 The Contractor's obligations to pay invoices to subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

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

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

- 1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via the same mechanism described for amendments and questions.
- 1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The 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.aspx>) 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 answered in writing by the State can be considered final and binding.

1.10 Procurement Method

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

1.11 Proposals Due (Closing) Date and Time

- 1.11.1 Proposals, in the number and form set forth in Section 4.2 "Proposals," 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 Proposal due time and date.
- 1.11.4 Proposals delivered by facsimile shall not be considered.
- 1.11.5 Companies not responding to this solicitation are requested to submit the “Notice to Offerors/Bidders/Contractors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

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

1.14 Public Information Act Notice

- 1.14.1 Offerors should give specific attention to the clear identification of those portions of their proposals that they deem to be confidential, proprietary commercial information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the 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 submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the products/services as specified in this RFP. See RFP Section 5 for further award information.

1.16 Oral Presentation

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

1.17 Duration of Proposal

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

1.18 Revisions to the RFP

- 1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the 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

This section does not apply to this RFP.

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. **A Proposal that takes exception to these terms may be rejected.**

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 \$100,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

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

can be downloaded at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf.

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 16.14.3 "MBE Prompt Pay Requirements" (see Attachment A), should a MBE goal apply to this RFP. Additional information is available on GOMA's website at: <http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx>.

1.32 Electronic Procurements Authorized

- A. 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.
- B. 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.
- C. "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/bsol/>), and electronic data interchange.
- D. 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 COMAR21.03.05):
 1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - a. the solicitation (e.g., the RFP)
 - b. any amendments
 - c. pre-Proposal conference documents
 - d. questions and responses
 - e. communications regarding the solicitation or 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.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- a. filing of Bid Protests;
 - b. filing of Contract Claims;
 - c. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
 - d. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
 - e. electronic submission of proposals.
- F. 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

There is no MBE subcontractor participation goal for this procurement.

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, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 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.

- 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. See COMAR 21.11.10.05.
- 1.34.5 The Contract resulting from this solicitation has been deemed to be a Tier 1 contract.
- A. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - B. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
 - C. 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.

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>

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.

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.

1.38 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 cost of the information technology by more than five percent (5%). For purposes of this solicitation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

1.40 Mercury and Products That Contain Mercury

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

1.41 Veteran-Owned Small Business Enterprise Goals

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

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, other 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.

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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 have been met in order for a proposal to be considered reasonably susceptible for award:

- 2.1.1 The Offeror shall currently own a SaaS Medical Cannabis Seed-to-Sale Tracking System and shall have a minimum of 12 months experience successfully implementing, configuring and operating the System for a state government client.

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3 SCOPE OF WORK

3.1 Background and Purpose

The Department is issuing this solicitation in order to obtain a Commercial Off the Shelf (COTS) Software as a Service (SaaS) application that supports the identification and tracking of medical cannabis in all its forms for the purposes of inventory, enforcement, investigations and diversion prevention (“Seed-to-Sale System” or “System”). The awarded Offeror shall be able to perform all requirements as detailed in Section 3 of the RFP. Offerors shall be required to furnish satisfactory evidence that they meet or exceed all minimum qualifications listed in Section 2 of this RFP.

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

3.2 Project Background

3.2.1 The Natalie M. LaPrade Maryland Medical Cannabis Commission (“MMCC”) is an independent Commission that functions within the Department of Health and Mental Hygiene. MD Code, Health - General, § 13-3302(a)(b). “The purpose of the Commission is to develop policies, procedures, guidelines, and regulations to implement programs to make medical cannabis available to qualifying patients in a safe and effective manner.” MD Code, Health - General, § 13-3302(c). In order to fulfill this statutory mandate, the Commission is responsible for assuring the safety of medical cannabis and cannabis products and protecting that cannabis from diversion.

Although the statutory provisions provided in § 13-3306, § 13-3307, and § 13-3309 permit the MMCC to license medical cannabis Growers, Dispensaries and Processors, and to register Independent Testing Laboratories pursuant to § 13-3311 to perform testing intended to ensure the safety and quality of the medical cannabis and cannabis concentrates, these activities remain illegal in many other states and under federal law. Additionally, unlicensed cultivation, production and sale of cannabis and cannabis products remain illegal within Maryland. Further, the current law provides increased penalties for those who illegally divert cannabis from the MMCC’s program. The conflicted legal status of cannabis creates unique regulatory challenges. MMCC requires a Seed-to-Sale System to prevent diversion of cannabis, allow for efficient tax and inventory audits, to protect the public health, and to facilitate the enforcement of the regulations. The Seed-to-Sale System should allow MMCC to enact a robust regulatory framework around legal medical cannabis establishments while ensuring that federal enforcement priorities are met.

3.3 General Requirements

3.3.1 Required Project Policies, Guidelines and Methodologies

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology 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 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 SAFe principles. Additional information is available at: <http://doit.maryland.gov/SDLC/Pages/altMethods.aspx> , under 'Agile Alternatives'

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

3.3.3 Transition-In Requirements

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

3.3.4 Transition-Out Requirements

The State will own all right, title and interest in its data that is related to the services provided by this contract. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations. The Contractor shall ensure that all State data, databases and derived data products created, collected or manipulated is transitioned back to the State prior to the termination of the Contract. This shall include all archived backups.

3.3.5 Export, Backup, Disaster Recovery (DR)

3.3.5.1 Export/Import

The Contractor shall provide to the State the ability to import/export data at will, including data to/from third parties. If Contractor provides the State the ability to export data, access and instructions shall be provided. If Contractor intends to perform export data on the State's behalf, Contractor shall perform an export of State data within 24 hours of a request.

3.3.5.2 Backups

The Contractor shall:

- A. Perform backups of the web, application, and database servers on a regular basis to safeguard against data loss. This shall include daily incremental backups and full weekly backups of all volumes of servers.
- B. Retain daily backups for one month, and weekly backups for two years on online storage by the Contractor.

- C. Archive weekly backups to off-line storage media and retain for the life of the Contract. The Contractor shall provide all archived backups as part of the transition-out activities.

3.3.5.3 Disaster Recovery

The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and confidential information, Contractor's processing capability and the availability of services. Contractor shall describe in its Proposal its disaster recovery approach, including an explanation how the data will be recoverable.

3.3.6 Contractor-supplied Hardware, Software, and Materials

The scope of this RFP will not include hardware. This procurement is for a fully configured production-ready SaaS solution that meets all technical requirements in the RFP for the Seed-to-Sale System. The State shall be permitted limited user-specific application configuration settings.

- 3.3.6.1 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.

- 3.3.6.2 The Contractor shall provision all environments (test, development and production).

- 3.3.6.3 All Upgrades shall be provided by the Contractor at no additional cost to the State.

- 3.3.6.4 Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license. Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents and a 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).

3.3.7 Travel Reimbursement

Contractor shall not be reimbursed for travel or other expenses.

3.3.8 Contractor Responsibilities and Deliverables

3.3.8.1 Project Implementation Plan and Schedule

The Contractor shall develop and deliver a Project Implementation Plan and Schedule to the Contract Manager to cover the period from NTP through implementation of the System. The Contractor shall deliver status reports and update the Implementation Plan and Schedule on a weekly basis. The Contractor shall fully implement into production the proposed SaaS Medical Cannabis Seed-to-Sale Tracking within 90 calendar days of issuance of an NTP by the Contract Manager.

3.3.8.2 Business Needs Analysis

The Contractor shall develop and deliver a Business Needs Analysis to the Contract Manager which shall identify the State's activities and Contractor's Services necessary to implement each requirement and component of the Seed-to-Sale System. The Contractor shall provide to the State a detailed understanding of how the System will be configured and integrated to meet

the requirements in the RFP. The Business Needs Analysis must identify implementation and enhancement options and identify the proper sequencing of activities

3.3.8.3 Requirements Validation Report

The Contractor shall gather and document detailed technical system requirements for the Seed-to-Sale System and provide to the Contract Manager a Requirements Validation Report. The Report must address:

- A. Technical design documents
- B. Functional design documents
- C. Installation and configuration
- D. Security requirements and approach for applications, data, and user access
- E. Performance capacity – includes number of users, concurrent users, number of transactions to be handled

3.3.8.4 Software Configuration and/or Customization

The Contractor shall develop and manage all configuration/customization and installation activities against a detailed specification and design plan (Business Needs Analysis) that identifies exactly how the Seed-to-Sale System meets the requirements of the RFP and the services required to implement each requirement. The detailed specification and design plan will address all the data, functional, interface, and technical requirements included in this RFP at a detailed level.

3.3.8.5 Testing

The Contractor shall complete system testing activities in accordance with the Business Needs Analysis documentation. The Contractor shall provide an updated Business Needs Analysis, design documentation and test report at the conclusion of testing. The overarching responsibility for testing resides with the Contractor. Testing activities will include, but not be limited to: production problem research and resolution; development testing; application vulnerability analysis and testing; validation of software patches and fixes before promoting in production; testing the validation of edits and updates; support for System and user acceptance testing; business continuity testing. The testing must include unit, System integration, regression, parallel and user acceptance testing as appropriate.

3.3.8.6 Seed-to-Sale System Implementation

The Contractor shall complete System implementation in accordance with the Project Implementation Plan and Schedule. At the conclusion of System implementation, the Contractor shall deliver all remaining components outlined in the System Testing Report and any updates to System components delivered after System testing. The System will be submitted for acceptance testing at the conclusion of this step. System implementation will include:

- A. System installation and production readiness testing
- B. User acceptance testing
- C. Quality assurance testing
- D. Training (end use and trainer)

- E. Go-live implementation
- F. System stabilization
- G. Final implementation documents

3.3.9 Training

3.3.9.1 The Contractor shall provide training for the users of the Seed-to-Sale System. The Contractor shall provide a training program that addresses the training requirements of all defined user type/roles. Cost for training shall be included in the subscription price for the SaaS. 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
- F. Refresher training

3.3.10 Functional/Technical Requirements

Attachment R – Mandatory Functional/Technical Requirements provides the requirements for the Seed-to-Sale Tracking System. Attachment R contains an area for Offerors to complete indicating whether the stated requirement is a standard feature in the Offeror's solution or whether the Offeror needs to configure or customize the solution in order to meet the requirement.

3.4 Security Requirements

3.4.1 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.4.2 Contractor Personnel

3.4.2.1 Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

3.4.2.2 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 and providing information for State badge issuance.

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

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

3.4.3 Security Clearance / Criminal Background Check

- A. A criminal background check for any Contractor Personnel shall be completed prior to each 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 shall provide certification to the State that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- D. 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 an employee are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2. any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6. a crime of violence as defined in CL § 14-101(a).
- F. Contractor Personnel who have been convicted of a felony or of a crime involving illegal drug distribution and/or telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- G. 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.

3.4.4 On-site Security Requirement(s)

- 3.4.4.1 For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- A. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - B. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.
- 3.4.4.2 Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- 3.4.4.3 Further, 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 the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.4.5 Data Protection and Controls

Contractor shall ensure satisfaction of the following requirements:

- 3.4.5.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.4.6.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract.
- 3.4.5.2 To ensure appropriate data protection safeguards are in place, at minimum, the Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Contractor may augment this list with additional controls):
1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
 2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is

not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.

3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
5. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland, DoIT Security Policy.
6. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The State shall have the right to inspect these policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
7. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
8. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
9. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
10. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's security policy. Contractor shall evaluate all

identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

11. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland, DoIT's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
12. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
13. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
14. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
15. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

3.4.5.3 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format.

Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

3.5 Labor Categories and Qualifications

3.5.1 Labor Categories

The Labor Categories are identified and described below and are intended only for consulting services needed through a Work Order (refer to RFP Section 3.9). Offerors shall submit a Price Sheet

(Attachment F) that provides labor rates for all labor categories for all contract years (initial term and option years). Actual resumes for resources shall be coordinated by the Contract Manager and, if requested in a Work Order, shall be governed by the Work Order process.

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

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

3.5.2 Application Architect (Senior)

Duties: 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.

3.5.3 Application Developer, Advanced Technology

Duties: 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.

3.5.4 Applications Programmer

Duties: 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.

3.5.5 Business Process Consultant (Senior)

Duties: 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.

3.5.6 Computer Software/Integration Analyst (Senior)

Duties: 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.

3.5.7 Information Security Engineer

Duties: The Information Security Engineer analyzes and defines security requirements for information protection. This individual must define and develop security policies. This individual also analyzes the sensitivity of information, and performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in information protection.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in defining security programs or processes for the protection of sensitive or classified information.

3.5.8 Information Technology Architect (Senior)

Duties: The Information Technology Architect (Senior) shall provide expertise in the most current (Note: A Master's degree is preferred.) Internet/Intranet Site Developer (Junior)

Duties: 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.

3.5.9 Program Manager

Duties: 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.

3.5.10 Project Manager, Technical

Duties: 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 :

- 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.

3.5.11 Quality Assurance Specialist

Duties: 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.

3.5.12 Software Engineer

Duties: 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
- C. Prepares design plans and written analyses
- D. Prepares unit and test scripts
- E. 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).

3.5.13 Systems Administrator

Duties: 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.

3.5.14 Systems Engineer

Duties: 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.

3.5.15 Security, Data Specialist

Duties: 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

- B. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies
- C. 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
- D. 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.

3.5.16 Technical Writer/Editor

Duties: 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.

3.5.17 Testing Specialist

Duties: 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).

3.5.18 Training Specialist/Instructor

Duties: 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.

3.6 Problem Escalation Procedure

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
 - B. The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;

- C. Circumstances in which the escalation will occur in less than the normal timeframe;
 - D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Manager of any changes to the PEP.
- 3.6.4 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.

3.7 Service Level Agreement (SLA)

- 3.7.1 The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for the development and on-going operations of the Seed-to-Sell System.
- 3.7.2 It is important that the Offeror and the State enter into a contractual relationship that succinctly defines SLA agreements and commitments. It is the intent of this section to specifically define the minimum SLA criteria that is required by the State. The technical requirements that are presented throughout this RFP represent the State's minimum requirements. The Offeror shall detail in their Proposal its understanding of and agreement to comply with the requirements in the RFP, including how the Offeror will comply. The Offeror shall consider carefully the infrastructure and other resources that will be required to meet these SLAs.
- 3.7.3 Monthly diagnostic reports in the categories outlined below will be used to verify and analyze Offeror conformance with the defined SLAs. The State shall have access to all performance data, in raw and processed form, for the purpose of SLA verification.
- 3.7.4 The Offeror's Proposal shall describe how the Offeror will measure and report on each performance category below, on a monthly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means.
- 3.7.4.1 **Seed-to-Sale System Availability**
- This SLA shall address performance of the Seed-to-Sale System availability. Availability includes the hardware, system software, telecommunications and shared interface applications. The Seed-to-Sale System must be operational and available to customers 24 hours a day, 365 days per year. The only exception will be for pre-defined systems administration and maintenance. Individual applications may be unavailable based on the individual agency legacy application operational schedule. Scheduled downtime must be coordinated with and approved by the State with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during off-hours. The Offeror must describe its approach and experience on availability and the scheduling of routine maintenance downtime.
- 3.7.4.2 **Security Management**

This SLA shall address performance of security management. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

3.7.4.5 Network and Server Performance Measurement Monitoring and measuring the end-to-end performance experienced by customers can be facilitated by network management and monitoring tools. The Offeror shall describe how it proposes to obtain measurements and report on an ongoing basis on the performance experienced by customers from different locations within the State network. Performance management tools must provide an integrated and time- synched mechanism with which the State and the Contractor can monitor server and network performance of all aspects of the transaction, excluding any client-side performance monitoring. The Offeror must include a description of what automated tools will be employed and how on-line access to performance reports will be provided to the State.

3.7.4.6 Performance Monitoring and Problem Resolution

The Offeror shall describe its plans for performance monitoring and problem resolution. The Offeror shall describe procedures to be included for interfacing and consulting with hardware and software suppliers to identify and correct problems. The Contractor shall perform maintenance at times that will not adversely impact daily operations. The Contractor shall coordinate maintenance schedules and procedures based on the State's requirements. The Offeror's plans for regularly performing normal and preventive software maintenance must be included in the proposal.

3.8 Work Order Process

- A. Additional services will be provided via a Fixed Price or time and materials (T&M) priced Work Order process. Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.
- B. The Contract Manager shall e-mail a Work Order Request (See Attachment Q) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
 1. Technical requirements and description of the service or resources needed
 2. Performance objectives and/or deliverables, as applicable
 3. Due date and time for submitting a response to the request
 4. Required place(s) where work must be performed
- C. The Contractor shall e-mail a response to the Contract Manager within the specified time and include at a minimum:
 1. A response that details the Contractor's understanding of the work
 2. A price to complete the Work Order Request using the format provided in Attachment Q

3. A description of proposed resources required to perform the requested tasks and labor categories listed in accordance with Attachment F
 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks
 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task
- D. The Contract Manager will review the response and will confirm the proposed labor rates are consistent with this RFP.
- E. Proposed personnel on any type of Work Order shall be approved by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying its intended labor category from the Labor Categories in Section 3.5. The Contract Manager shall have the option to interview the proposed personnel. After the interview, the Contract Manager shall notify the Contractor of acceptance or denial of the personnel.
- F. The Contract Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

3.9 Insurance Requirements

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

3.9.1 General Liability

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

3.9.2 Errors and Omissions/Professional Liability

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

3.9.3 Automobile and/or Commercial Truck Insurance

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

3.9.4 Employee Theft Insurance

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

3.9.5 Certificates of Insurance

The Contractor shall update certificates of insurance from time to time but no less than annually in multi-year contracts, as directed by the Contract Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

- A. Workers' 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.
- B. Commercial General Liability
- C. Errors and Omissions/Professional Liability
- D. Automobile and/or Commercial Truck Insurance
- E. Employee Theft Insurance as required

3.9.6 State Inclusion on Insurance

The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.9.7 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.

3.9.8 Notification of Insurance after Award

The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notice of recommended award.

3.10 Invoicing

3.10.1 Generally, it is not anticipated that the State will be invoiced directly for development and sustaining activities under the Contract resulting from this RFP. However, for those specific requested tasks in which direct invoicing will result, the following shall apply.

3.10.2 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period, unless specified differently in a WO, and include the following information:

- A. Name and address of the State agency being billed
- B. Contractor name
- C. Remittance address
- D. Federal taxpayer identification number
- E. Invoice Period

- F. Invoice Date
- G. Invoice Number
- H. Amount Due
- I. WO number being billed

- 3.12.3 Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.
- 3.12.4 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.

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4 PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

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

4.2 Volume I – Technical Proposal

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

4.2.1 Format of Technical Proposal

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

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

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

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

4.2.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. 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."

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

- A. The Offeror shall address each Scope of Work requirement (Section 3) in its Technical Proposal and describe how its proposed products/services, including the products/services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible. The response shall address each requirement in Section 3 of this RFP in order, and shall contain a cross reference to the RFP requirement.
- B. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required products/services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

- C. The Offeror shall 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.
- D. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP Section.
- E. The Offeror shall complete Attachment R according to the instructions provided and include the completed table in this section.

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

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

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the personnel who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the scope of work set forth in this solicitation. The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

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

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

4.2.2.9 References (Submit under TAB H)

At least one (1) reference is requested from customers who are capable of documenting the Offeror's ability to provide the products/services specified in this RFP. An additional two (2) references are requested to verify the capabilities and qualifications of the Offeror. 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 obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.2.2.11 Financial Capability (Submit under TAB J)

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

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

- A. Dunn and Bradstreet Rating;
- B. Standard and Poor's Rating;
- C. Lines of credit;
- D. Evidence of a successful financial track record; and
- E. Evidence of adequate working capital.

4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.11. See Section 3.11.8 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.

4.2.3 Additional Required Technical Submissions (Submit under TAB O)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2.2.

For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

- A. Completed Bid/Proposal Affidavit (Attachment B).
- B. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- C. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- D. Completed Location of the Performance of Services Disclosure (Attachment N).

4.2.4 Additional Required Submissions (Submit under Tab P)

- 4.2.4.1 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 a 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), Copy of Service Provider's TOS and SLA, to be negotiated and signed by the Service Provider and the Department.

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 five (5) copies. Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:
- a) The RFP title and number,
 - b) Name and address of the Offeror, and
 - c) Closing date and time for receipt of Proposals
- 4.4.2 An electronic version of the Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original Technical Proposal. 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. **Provide no pricing information on the media submitted in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal media (Volume II).**
- 4.4.3 A second electronic version of Volume I and 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 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 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.5 Proposal Delivery

- 4.5.1 Offerors may submit proposals electronically 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 a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

- 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. 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. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 4.2.2.6)

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

5.2.2 The proposed Seed-to-Sale System's match with the features in Attachment R.

5.2.3 Offeror Qualifications and Capabilities (See RFP § 4.2.2.8 – 4.2.2.14)

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment F - Price Sheet.

DoIT will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the financial submission will be deemed not susceptible for award; subsequent submissions of content will not be allowed.

5.4 Reciprocal Preference

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 Technical Proposals are evaluated for technical merit. 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. Technical Proposals are initially ranked by the Evaluation Committee.

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

5.5.2.3 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) which includes both Technical and Financial Proposals. In response to a BAFO, Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal through the response to the BAFO. After the BAFO is reviewed, the Evaluation Committee will determine the final Technical and Financial Rankings.

5.5.2.4 The State may make an award without issuing a request for a BAFO.

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. Evidence of meeting insurance certificate requirements (See Section 3.11.8)

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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 – Not Required

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 – Not Required

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 – Not Required

ATTACHMENT K – HIPAA Business Associate Agreement – Not Required

ATTACHMENT L – Mercury Affidavit – Not Required

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms – Not Required

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 – Not Required

ATTACHMENT P – Non-Disclosure Agreement (Offeror) – Not Required

ATTACHMENT Q – 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 R - Mandatory Functional/Technical Requirements

Required to be submitted with the Technical Proposal.

ATTACHMENT A - CONTRACT

Department of Information Technology (DoIT)

Medical Cannabis Seed-to-Sale Tracking System

060B6400047

THIS CONTRACT (the "Contract") is made this ____ day of _____, 2016 by and between _____ and, on behalf of the STATE OF MARYLAND, the MARYLAND Department of Information Technology (DoIT).

IN CONSIDERATION of the following, the parties agree as follows:

1. Definitions

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

- 1.1. "COMAR" means the Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- 1.2. "Contract" means this contract for <<Solicitation Title>>.
- 1.3. "Contractor" means _____, whose principal business address is: _____.
- 1.4. "Contract Manager" means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the Department.
- 1.5. "Department or Agency" means the Department of Information Technology (DoIT).
- 1.6. "eMM" means eMaryland Marketplace.
- 1.7. "Financial Proposal" means the Contractor's financial proposal dated _____.
- 1.8. "Minority Business Enterprise" (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.9. "Procurement Officer" means the person identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.10. "Proposal" collectively refers to the Technical Proposal and Financial Proposal.
- 1.11. "RFP" means the Request for Proposals for Medical Cannabis Seed-to-Sale Tracking System, Solicitation #060B6400047 and any amendments thereto issued in writing by the State.
- 1.12. "Software" means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. "Software" also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- 1.13. Software-as-a-Service (SaaS) as used in this document is defined as the right provided to the State to access and use Software running on equipment operated by Contractor or its suppliers or Subcontractors, including network, servers, operating systems, and storage ("Cloud Infrastructure"). The Software is accessible from various client devices through a thin client interface such as a web browser (e.g., web-based e-mail) or a program interface. The State does not manage or control the underlying Cloud Infrastructure, but may be permitted limited user-specific application configuration settings. The Contractor is responsible for the acquisition and operation of all equipment or hardware, Software and associated network services as it pertains to the services being provided and shall keep all Software current to at least the previously released version (e.g., version "n-1"). The Contractor is

responsible for any network service needed for it or its authorized users to access the Cloud Infrastructure via the internet. Under SaaS, the technical and professional activities required for establishing, managing, and maintaining the Cloud Infrastructure and Software are the responsibilities of the Contractor.

1.14 “State” means the State of Maryland.

1.15 “Technical Proposal” means the Contractor’s technical proposal dated _____.

1.16 “Veteran-owned Small Business Enterprise” (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

2. Scope of Contract

2.1. The Contractor shall provide products and services as described in the RFP to provide a seed-to-sale inventory tracking system to prevent diversion of marijuana cannabis, allow for efficient tax and inventory audits, to protect the public health, and to facilitate the enforcement of the regulations.

2.2. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through C, the terms of this Contract shall control. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A – The RFP

Exhibit B – The Contract Affidavit dated _____.

Exhibit C – The Proposal.

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

3. Period of Performance

3.1. The Contract shall start as of the date of full execution by the parties (the “Effective Date”). From this date, the Contract shall be for a period of 3 years beginning <<anticipated Contract start date>> and ending on <<anticipated end date of base term of Contract>>. In its sole discretion, the Department or Agency shall have the right to exercise an option to extend the Contract for 2, one-year renewal options.

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

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

3.4. In its sole discretion, the Department shall have the right to exercise an option to extend the Contract for two (2), one-year renewal periods.

4. Consideration and Payment

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

4.2. The total payment for products and services provided under a fixed price contract or the fixed price element of a combined fixed price – time and materials contract, shall be the firm fixed price submitted by the Contractor in its Financial Proposal. For time and materials contracts, or contracts which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials portion may not exceed \$<<enter the Not to Exceed amount>> (the “NTE Amount”), which includes \$_____ for the base period <<if one or more option periods exist, then include: and \$_____ for the option period(s)>>. The Contractor shall notify the Contract Manager, in

writing, at least 60 days before time and material obligations are expected to reach the NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.2 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.2; (ii) promptly consult with the Department and cooperate in good faith with the Department to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure data bases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.3. The Contractor shall submit invoices as required in the RFP. Invoices that contain both fixed price and time and material items must clearly identify the items to either fixed price or time and material billing. Invoices for third-party software support and maintenance will be paid on a monthly basis. Each invoice must include the Contractor's Federal Tax Identification Number: <<enter the Contractor Tax ID number>>. The Contractor's eMM identification number is <<enter the Contractor's eMM ID number>>. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid
- 4.4. In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

5. Patents, Copyrights, Intellectual Property

- 5.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the effective date of this agreement shall belong to the party that owned such rights immediately prior to the Effective Date (Pre-Existing Intellectual Property). If the Contractor's SaaS includes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 5.2. Except for information created or otherwise owned by the Department or licensed by the Department from third-parties, including all information provided by the Department to Contractor through the SaaS or for use in connection with the SaaS, all right, title, and interest in the intellectual property embodied in the SaaS, including the know-how and methods by which the SaaS is provided and the processes that make up the SaaS, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights in any of the above except as expressly granted in this Agreement. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors.
- 5.3. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Department and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim the Contractor-provided SaaS service infringes, misappropriates or otherwise violates any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 5.4 Contractor shall be entitled to control the defense or settlement of such claim provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim at its own expense.
- 5.5 Except if Contractor has pre-existing knowledge of such infringement, Contractor's obligations under this section will not apply to the extent any third-party intellectual property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State, Department or Agency in violation of the license granted to the State, Department or Agency pursuant to section 5.2 or which were not approved by Contractor, including (i) the combination, operation or use of the service (including SaaS) or deliverable in connection with a third-party product or service not introduced by the Contractor (the combination of which causes the infringement); or (ii) Contractor's compliance with the written specifications or directions of the State, Department or Agency to incorporate third party Software or other materials which causes infringement.
- 5.6. Without limiting Contractor's obligations under Section 5.3, if all or any part of the deliverable or service is held, or Contractor reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item or service in accordance with its rights under this Contract; (b) replace the item or service with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; (c) modify the item or service so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and complies with the item's or services' specifications and all rights of use and/or ownership set forth in this Contract or (d) refund any pre-paid fees for the allegedly infringing services that have not been performed or provide a reasonable pro-rata refund for the allegedly infringing deliverable or item.
- 5.7. Except for any Pre-Existing Intellectual Property and third-party intellectual property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State. Notwithstanding the foregoing, the State agrees to secure all necessary rights, licenses and/or permissions to allow Contractor to access and use any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials the State provides to the Contractor in Contractor's performance of the services or production of the deliverables.
- 5.09 The Contractor shall report to the Department or Agency, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all deliverables delivered under this Contract.
- 5.10 The Contractor shall not affix (or permit any third party to affix), without the Department or Agency's consent, any restrictive markings upon any deliverables that are owned by the State, Department or Agency and if such markings are affixed, the Department or Agency shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Indemnification

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

Contract.

- 6.2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- 6.5. Section 6 shall survive expiration of this Contract.

7. Limitations of Liability

For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- 7.1 For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Contract;
- 7.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- 7.3 For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed five (5) times the total amount of the Contract or WO Agreement out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any Contract or WO Agreement issued pursuant to this RFP. Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

8. Prompt Pay Requirements

Prompt pay does not apply to this Contract.

9. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State, subject to the State's payment for the same in accordance with the terms of this Contract.

10. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems and Cloud Infrastructure) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is

lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

11. Exclusive Use and Ownership

Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or Agency or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department or Agency's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Contract.

12. Source Code Escrow

Source code escrow does not apply to this Contract.

13. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the data of the State, unless prohibited by law from providing such notice. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

14. Termination and Suspension of Service

- 14.1. In the event of a termination of the Contract, the Contractor shall implement an orderly return of all State data, as set forth in Section 14.2.
- 14.2. Upon termination or the end of the base period and option periods if any, of this Contract, the Contractor must provide transition assistance requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor for the State as follows: (a) return to the State all State data in either the form it was provided to the State or a mutually agreed format; (b) provide the schema necessary for reading of such returned data; (c) preserve, maintain, and protect all State data for a period of up to ninety (90) days after the termination or expiration date, so that the State can ensure that all returned data is readable; (d) not delete State data until the earlier of ninety (90) days or the date the State directs such deletion; (e) after the retention period, the Contractor shall securely dispose of all State data in all of its forms, such as disk, CD/DVD, backup tape and paper; State data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods; and certificates of destruction shall be provided to the State; and (f) prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the ninety-day data retention period.
- 14.3. The Contractor shall, unless legally prohibited from doing so, securely dispose of all State data in its systems or otherwise in its possession or under its control, in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.
- 14.2. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
- 14.3. The State shall be entitled to any post-termination assistance generally made available with respect to the services.

15. Data Center Audit

A SOC 2 Audit does not apply to this Contract.

16. Change Control and Advance Notice

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance.

Contractor may modify the functionality or features of the SaaS at any time, provided that the modification does not materially degrade the functionality of the SaaS service.

17. Redundancy, Data Backup and Disaster Recovery

Unless specified otherwise in the RFP, the Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the base period, and any option periods and at all times in connection with its required performance of those services. Any force majeure provisions of this Contract do not limit the Contractor's obligations under this "Redundancy, Data Backup and Disaster Recovery" Contract provision.

18. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

19. Parent Company Guarantee (If Applicable)

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

R20. General Terms and Conditions**R20.1. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

R20.2. Maryland Law Prevails

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any Software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

R20.3. Multi-year Contracts contingent upon Appropriations

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

R20.4. Cost and Price Certification

R20.4.1. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

R20.4.2. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

R20.5. Contract Modifications

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 23.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

R20.6. Termination for Default

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

R20.7. Termination for Convenience

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

R20.8. Disputes

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

R20.9. Living Wage

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

R20.10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

R20.11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified person with a disability, sexual

orientation, or any otherwise unlawful use of characteristics; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

R20.12. Commercial Non-Discrimination

- R20.12.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- R20.12.2. As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

R20.13. Subcontracting and Assignment

- R20.13.1 The Contractor may not subcontract any portion of the products or services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.
- R20.13.2. Subcontractor Disclosure
The Contractor shall identify all of its strategic business partners related to products or services provided under this Contract, including but not limited to all subcontractors or

other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

R20.14. Minority Business Enterprise Participation

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

R20.15. Insurance Requirements

The Contractor shall maintain workers' compensation coverage, property and casualty insurance, cyber liability insurance, and any other insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal and transition periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be included as an additional named insured on the property and casualty policy and as required in the RFP.

R20.16. Veteran Owned Small Business Enterprise Participation

There is no VSBE subcontractor participation goal for this procurement.

R20.17. Security Requirements and Incident Response

- R20.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.
- R20.17.2. The Contractor agrees to notify the Department or Agency when any Contractor system that may access, process, or store State data or State systems is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- R20.17.3. The Contractor further agrees to notify the Department or Agency within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department or Agency chief information officer and Department or Agency chief information security officer.
- R20.17.4. The Contractor agrees to notify the Department or Agency within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the State data.
- R20.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Department or Agency within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or

Department or Agency) requests concerning such unauthorized use or disclosure.

- R20.17.6. The Contractor, within one day of discovery, shall report to the Department or Agency any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
 - (b) the Sensitive Data used or disclosed,
 - (c) who made the unauthorized use or received the unauthorized disclosure;
 - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- R20.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or Department or Agency) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- R20.17.8 The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.
- R20.17.9. This Section shall survive expiration or termination of this Contract.

R20.18. Security Incident or Data Breach Notification

The Contractor shall inform the State of any security incident or data breach.

- R20.18.1. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- R20.18.2. Security Incident Reporting Requirements: The Contractor shall report a security incident to the appropriate State-identified contact immediately.
- R20.18.3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State-identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

R20.19 Data Breach Responsibilities

This section only applies when a data breach occurs with respect to Sensitive Data within the possession or

control of the Contractor.

- R20.19.1. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State-identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- R20.19.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State-identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been, a data breach. The Contractor shall (1) cooperate with the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- R20.19.3. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Contract obligation to encrypt Sensitive Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/ person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

R21 Data Protection

R21.1 Data Ownership

The State will own all right, title and interest in its data that is related to the services provided by this contract. The Contractor and/or Subcontractor(s) shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

R21.2 Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 20.17.

Protection of data and personal privacy (as further described and defined in section 20.17 shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- R21.2.1 The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Sensitive Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Sensitive Data and non-public data of similar kind.
- R21.2.2 All data collected or created in the performance of this contract shall become and remain property of the State.

- R21.2.3 All Sensitive Data shall be encrypted at rest and in transit with controlled access, including back-up data. Unless otherwise stipulated, the Contractor is responsible for encryption of the Sensitive Data.
- R21.2.4 Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Contract.
- R21.2.5 At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- R21.2.6 The Contractor shall not use any information collected in connection with the service issued under this Contract for any purpose other than fulfilling the service.

R22 Other Mandatory Items

R22.1 Data Location

The Contractor shall provide its services to the State and its end users solely from data centers in the United States (“U.S.”). Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. If requested by the State, the Contractor shall provide technical user support on a 24/7 basis.

R22.2 Import and Export of Data

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from third parties.

R22.3 Encryption of Data at Rest

The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Sensitive Data, unless the State approves the storage of Sensitive Data on a Contractor portable device in order to accomplish Contract work.

R22.4 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

R22.5. Suspension of Work

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

R22.6. Nonvisual Accessibility Warranty

- R22.6.1. The Contractor warrants that the information technology to be provided under the Contract.
- (a) provides equivalent access for effective use by both visual and non-visual means;
 - (b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
 - (c) if intended for use in a network, can be integrated into networks for obtaining,

retrieving, and disseminating information used by individuals who are not blind or visually impaired; and

- (d) is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.

R22.6.2. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

R22.7. Compliance with Laws/Arrearages

The Contractor hereby represents and warrants that:

- R22.7.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- R22.7.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- R22.7.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- R22.7.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

R22.8 Contingent Fee Prohibition

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

R22.9. Delays and Extensions of Time

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

R22.10. Financial Disclosure

The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar

year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

R22.11 Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, 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 Term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html .

R22.12 Retention of Records

R22.12.1. The Contractor and Subcontractors shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department or Agency, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.

R22.12.2. This provision shall survive expiration of this Contract.

R23. Right to Audit

R23.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.

R23.2 Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the

State reasonable access during normal business hours to their records to verify conformance to the terms of this Contract. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State’s election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Contract.

R23.3 Contractor and/or Subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.

R23.4 The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the State under this Contract. Contractor and/or Subcontractors shall ensure the State has the right to audit with any lower tier subcontractor.

24. Administrative Information

24.1. Procurement Officer and Contract Manager

The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

24.2. Notices

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

If to the State:

Richard Durkee
45 Calvert Street, Annapolis, MD 21401
Phone Number: 410-260-7307
E-Mail:Richard.durkee@maryland.gov

With a copy to:

Larif Hamm
Department of Information Technology
45 Calvert Street, Annapolis, MD 21401
Phone Number: 410-260-4040
E-Mail: Larif.Hamm@maryland.gov

If to the Contractor:

Attn:_____

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

CONTRACTOR

STATE OF MARYLAND

Department of Information Technology (DoIT)

By:

By: Albert G. Bullock, Chief of Staff

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 2016.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**A. AUTHORITY**

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal

submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review; or

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

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____.

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. 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 or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

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

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

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

060B6400047

Medical Cannabis Tracking System

A Pre-proposal conference will be held at 10:00 AM, on 07/08/16, at 45 Calvert Street, Annapolis, Maryland 21401 in Room 240A. Please return this form by 07/05/16, advising whether or not you plan to attend.

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

Larif Hamm

DoIT

E-mail: Larif.Hamm@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 Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Price Sheet shall be filled in. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Price Sheet, nothing shall be entered on or attached to the Price Sheet that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Price Sheet.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to: all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Price Sheet are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department 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 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 solicitation does not require a Non-Disclosure Agreement.

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L - 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

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

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 - 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	
------------	--	----------	--

Cost

	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 R - FUNCTIONAL/TECHNICAL REQUIREMENTS

Offerors are required to complete the table below for their proposed Seed-to-Sale Tracking System by marking in the appropriate column to indicate whether their proposed Seed-to-Sale Tracking System meets the requirements out of the box, requires configuration or must be customized. Offerors will provide an explanation for any solution that requires configuration or customization. Offerors may enter explanations for any line item they feel the need to elaborate on. Offerors must complete each line item listed below.

Prior to contact award, the State may request access to the proposed System to verify Offeror's response to the requirements as stated in this RFP.

Acronym Key:

- Out of the Box (OOB): The Proposed System completely meets the requirement without customization or configuration.
- Configuration (CFG): The Proposed System must be configured to meet the requirement but changes to software code are not required. *(Proposer must provide explanation).*
- Custom Solution (CSL): The requirement can be met by implementing a custom solution. *(Proposer must provide explanation).*

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
A. Central Inventory Management System:	1. Provides a central data management system capable of storing inventory, point of sale, and data for all Cannabis Establishment Licensees in Maryland.				
	2. Assign a globally unique, non-repeating identification number for every plant and inventory item recorded in the System including RFID tracking, barcode.				
	3. Assign the identifier to prevent accidental or intentional duplication of identifiers by licensees, thereby preserving the integrity of product traceability.				
	4. Track in US customary and metric units; allows for input using either system; automatic conversion between both systems.				
B. Web Application Interface for Cannabis Establishment Licensee Users:	1. Provides a secure web-based user interface for data entry, display, and reporting by Cannabis Establishment Licensees.				
C. Application Interface for MMCC System Users:	1. Provides a secure user interface for MMCC employees for user administration, and system administration, and display of License inventory information.				
D. Connection Interface: Proposed System:	1. Provides secure connections for data submittal from Licensee systems of all Cannabis plant, Cannabis product inventory, retail sale transaction data, licensee reports, fees and tax reports.				
	2. If proposed System includes web services, uses open standards.				
	3. Provides secure web-based API for integration of external information systems and data.				
	4. Provides validation and response feedback for validation checks on Licensee data submitted via secure data connection.				
	5. Includes a certification and testing program to ensure that Licensees can demonstrate the capability to correctly use the secure data connection interface before they are authorized to submit data to the System.				
	6. Provides a test site for Licensees to submit test data to the system administrator to verify Licensee capability to submit data via the secure data connection interface.				
E. Reports:	1. Has the ability to download and search datasets and create multiple reports utilizing the required data.				

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
<p>F. Inventory Tracking Data Points: Proposed System allows via user interface or automated data interface input of inventory transaction information of Cultivator, Product Manufacturer, Retail/Dispensary and Testing Facility Licensee data including, but not limited to, the following (items 1-14):</p>	For each inventory transaction in the System the following information will be recorded: tag or label ID and the date and time of the transaction.				
	1. View/Search Inventory. Has search functionality to allow users to search for inventory items by entering a set of search criteria parameters and display the results in tabular form.				
	2. Receive Inventory. Has functionality to allow input, tracking, reporting, and storage of information about Cannabis or Cannabis products received at Licensee facilities from other Licensees. Data input may include, but is not limited to, the following fields: receipt date, received by, source Licensee name, source License number, order number, items shipped and/or received information; including but not limited to product ID, product name, Lot number, Batch number, weight, and quantity.				
	3. Add/Edit Location. Allows input of user defined inventory locations within an organization, including but not limited to: germination and clone room, vegetative/growth room, harvesting/flowering room, trimming room, curing room, packaging area, quarantine area, other storage area, and retail area.				
	4. Add/Edit Product Type. Allows input of product types, including but not limited to: plant strain, extract type, infused product types. Inputs may include fields including but not limited to: product name, product type, product ID, and units of measure.				
	5. Create the Work Order/Product Batch. Allows for products to be composited into new products. Inputs may include fields including but not limited to: product type, product ID, units of measure of product yield, number of units yielded, component item information for all items containing Cannabis products; including product ID, product name, lot number, and quantity. So that products inputs may be traced back to their origin, the inventory of each product Batch is tracked by the Product ID and a unique Lot number created for each new product Batch.				
	6. Transfer to Location inside Licensee Organization. Allows input of inventory transfers between locations within licensed premises. Input may include, but is not limited to, the following fields: date of transfer, transferred by, order number, source license number, destination license number, and list of transferred products including product ID, product name, lot number, and quantity.				

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
F. Inventory Tracking Data Points (con'd):	7. Adjust (Dispose) Inventory. Allows input of inventory adjustments, such as disposal, wastage, theft, failure to grow or seizure by law enforcement. Data input may include but is not limited to: date of adjustment, adjustment type, plant or other product ID, lot number, Batch number, weight/quantity, and explanation. <u>This should trigger a flag for MMCC.</u>				
	8. Transfer to another Licensee. Allows input of inventory transfers between Licensees. Input may include, but is not limited to, the following fields: date of transfer, transferred by, order number, source license number, destination license number, and list of transferred products including product ID, product name, lot number, and quantity.				
	9. Quality Assurance. Able to record transfers of small amounts of Cannabis product to a licensed testing facility. Input may include fields including but not limited to: date of transfer, transferred by, order number, source license number, testing facility name, testing facility license number, MMCC agent name, and list of transferred products including product ID, product name, lot and/or Batch number, and quantity. Quality assurance test results for any Lot or Batch must be accessible by MMCC and any Licensee. The System must allow MMCC and Licensees to search, upload, and download test results in a PDF, Excel and/or other document formats.				
	10. Transfer Manifest. Has functionality for cultivator, product manufacturer, Retail/Dispensary and Testing Facility Licensees to create transfer manifest documents. Transfer manifests will be stored and tracked by the System. Input data may include, but is not limited to, the following fields: ship from name, license number and route description. For each item include destination address, destination name, license number, address, product description, product ID and lot number, quantity and units of measure, departure time and arrival. Transfer manifests will be used as shipping documents for transfers between locations within an organization or				
	11. Retail/Dispensary Sales Transaction Data: Licensee retail sales transaction data may include fields including but not limited to: time and date of sale, license number, order number, sales items, and quantities. Transaction data may include unique transactions for sales, refunds, voids and adjustments.				

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
	12. Taxes. Allows Licensees to generate excise tax reports for the purpose of satisfying reporting requirements to MMCC.				
	13. Inventory Seizure. Has the functionality to allow MMCC System Users to indicate inventory items have been seized by MMCC.				
	14. Samples: Able to track samples of Cannabis and/or Cannabis products between Licensees or between Licensees and a Registered Independent Testing Laboratory. Input may include, but is not limited to, the following fields: date of transfer, transferred by, source license number, list of transferred products including product ID, product name, lot and/or Batch number, weight and quantity.				
	15. Must interface with Registered Testing Labs.				
<p>G. Unique Cultivation Facility Inventory Tracking Data Requirements: All cultivation of Cannabis will be performed at a Licensed Grower Facility. Cultivation includes plant processing from plant propagation to harvest. Growers may provide Cannabis for sale to Cannabis Processor Licensees. System will allow via user interface or automated data interface input of inventory transaction information as stated in Item F above and in accordance with the unique Producer requirements provided in Item G.</p>	1. Allows tracking of cloned and germinating plants and tracks germinating plants by count /variety until moved to the vegetative growth step, where the plants are then assigned a Unique Plant Identifier.				
	2. Allows the addition of plant inventory items. Inputs may include, but are not limited to, the following fields: strain, plant ID, status in production cycle, date, and added by. In addition, an attribute will be provided to allow indication of whether the plant is a seedling, clone, or mother plant.				
	3. Allows for the tracking of Cannabis plants through growth stages: propagation (germinating/cloned) plants, plants in vegetative growth, flowering plants				

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
	4. Tracks transfer of plant inventory between growth stages and locations. Data input may include but is not limited to: transfer date, transfer to location, order number, list of plants transferred.				
	5. Tracks of the daily application of fertilizers, pesticides, and any other compounds and/or products applied to each individual plant.				
	6. Tracks Cannabis harvesting and processing of plant products including, but not limited to: harvesting, lots, drying/curing stage, packaging, and storage.				
	7. Growers follow various cultivation and harvesting processes. Harvested plant material will be weighed at each stage of the harvesting and processing of plant products. Producers may weigh plants wet and/or dry/cured. Data fields may include but are not limited to: strain, product name, product type, product ID, Lot number, Unique Plant Identifier, quantity yielded, and units of measure.				
	8. Tracks packaging of harvested Cannabis. Data may include, but is not limited to the following fields: strain, product name, product type, product ID, lot number, Unique Plant Identifier, net package weight and units of measure.				
	9. Processors may package and sell Cannabis on a wet or dry basis. To facilitate the tracing of product inputs back to their origin, the inventory of each package will be tracked by the Product ID and a lot number. Data may include fields including, but not limited to: strain, product name, package ID, Unique Plant Identifier for each plant included in the lot, weight and other units of measure.				

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
<p>H. Unique Product Manufacturer Inventory Tracking Data Requirements: Product Manufacturers will process, package, and label Cannabis and Cannabis Products for sale to Cannabis Retail/Dispensary. System will allow via user interface or automated data interface input of inventory transaction information as stated in Item F above and in accordance with the unique Product Manufacturer requirements provided in Item H.</p>	<p>1. Tracks production events, including but not limited to, process and yield in weight or volume, Lots and/or portions used to create a Batch of extract and individually packaged unit of Cannabis, extract Batches used to create a Batch of Cannabis product, and total yield of Batch.</p>				
	<p>2. Tracks Cannabis disposal including the following data fields: usable plant material, net weight and units of measure for all plant material, extract, and Cannabis product, and reason for disposal. This should trigger a flag for MMCC.</p>				
<p>I. Unique Retail/Dispensary Inventory Tracking Data Requirements:</p>	<p>1. Retail/Dispensary will sell Cannabis, Cannabis products at dispensaries in retail type stores; System will allow via user interface or automated data interface input of inventory transaction information as stated in Item F above.</p>				
<p>J. Audit/Investigation Reporting:</p>	<p>1. Provides robust ad-hoc & pre-defined reporting functionality for MMCC to determine compliance with Maryland statutes and rules.</p>				
	<p>2. Able to collect and summarize in report format, data for various read/entry points in the processing of Cannabis products.</p>				
	<p>3. Capable of reporting of tracking Batch information through the entire supply chain, cross reference and analyze data between Growers, Processors, and Dispensaries such as grow cycles and the number of plants.</p>				
	<p>4. Capable of reporting over all database tables and fields within the System.</p>				
	<p>5. Allow MMCC to define new reports and edit as needed without assistance or ongoing support from Contractor.</p>				

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
	6. Able to export report data to variety of formats including but not limited to: Microsoft Excel, .csv, text.				
K. System User Access:	1. Various groups of users will need access to the System functions and data. The two primary user groups include MMCC System Users and Licensee System Users. The System must be able to provide the capability to configure System user access to functions and data as appropriate to the individual and their user group.				
	2. Provides internal software security that prevents unauthorized access to programs and data.				
	3. Provides functionality for registration of MMCC staff administrators				
	4. Allows Licensee administrators to set up System user accounts for employees that would be used only for login at that Licensee organization.				
	5. Allows Licensee administrators to configure employee access to some activities in the system and not others.				
	6. Provide functionality to configure access to reporting functionality to MMCC System Users and Licensee System Users.				
	7. Provides functionality to configure MMCC System User access to Licensee organization data.				
L. Audit Tracking:	1. Tracks changes to all application data including date of change, System User ID, type of change (insert, update, delete) and original and updated field values.				
M. Data Storage Requirement:	1. All data, reports, and forms will be stored by the Contractor. The State of Maryland will retain sole ownership of all data and Contractor will provide any or all data upon request.				
O. Data Upload Requirements: Proposed System:	1. Allows users to verify and correct uploaded data before posting to the System.				
	2. Allows users to correct posted information.				
	3. Allows users to manually enter data into input screens, as an alternative to uploading data.				
P. Data Download Requirements:	1. Allows for the downloading of limited datasets and ad-hoc reports determined by MMCC				

Seed to Sale Inventory Tracking System Requirements		OOB	CFG	CSL	Explanation
	2. System’s web portal allows for limited downloads for ad-hoc data mining requirements. A limited dataset will consist of a data snapshot over a period of time definable by the user.				
	3. System downloads will transmitted over an encrypted Secure Socket Layer (SSL) connection.				
Q. System Alerts:	1. Allows MMCC to create, modify, and receive alerts. Alerts must be configurable by MMCC to set tolerance levels and select alert recipients. Email alerts will be triggered by tracking events which are out of tolerance.				
R. System Retention Policy:	1. Data collected by the System must be available for a period of five (5) years. Data stored within this time period must be available for recall by users for data and/or public disclosure requests. Following the retention period, data must be archived to a mutually agreed upon permanent storage medium prior to removing it from the System.				