

# Request for Proposals (RFP)

## State of Maryland DEPARTMENT OF INFORMATION TECHNOLOGY

Solicitation No. 060B0400007



### Consolidated Computer Aided Dispatch/Records Management System/Auto Vehicle Locator/Automated Field Reporting

Issue Date: January 21, 2010

#### NOTICE

**Prospective Offerors who have received this document from the Department of Information Technology web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.**

STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please email this completed form to [Sue.Howells@doit.state.md.us](mailto:Sue.Howells@doit.state.md.us).

**Title: DoIT Consolidated Computer Aided Dispatch/Records Management System/Auto Vehicle Locator/Automated Field Reporting (CAD/RMS/AVL/AFR)**

**Solicitation No: 060B0400007**

1. If you have responded with a "no bid", please indicate the reason(s) below:
  - Other commitments preclude our participation at this time.
  - The subject of the solicitation is not something we ordinarily provide.
  - We are inexperienced in the work/commodities required.
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - The scope of work is beyond our present capacity.
  - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section)
  - We cannot be competitive. (Explain in REMARKS section.)
  - Time allotted for completion of the bid/proposals is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
  - Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - MBE requirements. (Explain in REMARKS section.)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - Payment schedule too slow.
  - Other: \_\_\_\_\_
  
2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use the reverse side of this page or attach additional pages as needed.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request for Proposals**

**Consolidated Computer Aided Dispatch/Records Management System/Auto Vehicle  
Locator/Automated Field Reporting**

**Solicitation No. 060B0400007**

**RFP Issue Date:** January 21, 2009

**RFP Issuing Office:** Department of Information Technology

**Procurement Officer:** Sue Howells  
Department of Information Technology  
Director, IT Procurement Office  
45 Calvert St.  
Annapolis, Maryland 21401  
Telephone #: 410-260-7191  
E-Mail: Sue.Howells@Doit.state.md.us

**Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)

**Pre-Proposal Conference:** Tuesday, February 2nd, 1:00 P.M.  
Maryland State Police  
Forensics Lab  
221 Milford Mill Rd  
Pikesville, MD 21208

**Proposals are to be sent to:** Department of Information Technology  
45 Calvert St.  
Annapolis, Maryland 21401  
Attention: Procurement Officer  
Susan Howells

**Closing Date and Time:** March 17, 2010 at 2:00 PM (Local Time)

**NOTE:**

Prospective Offerors who have received this document from the Department of Information Technology's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The State of Maryland (State) is issuing this Request for Proposals (RFP) to establish a Contract for state agency use for the procurement and implementation of a Commercial Off-the-Shelf (COTS) Computer Aided Dispatch (CAD), Records Management System (RMS), Automated Vehicle Location (AVL), and Automated Field Reporting (AFR) System (CAD/RMS/AVL/AFR).
- 1.1.1.1 The State vision is for public safety and transportation agencies to build and share the core CAD/RMS/AVL/AFR system allowing for the seamless sharing of information. The requirements and specifications of the Core System are defined in this RFP.
- 1.1.1.2 It is also a goal to provide interfaces to any existing components (e.g. CAD, RMS, AVL and AFR) throughout the State allowing each jurisdiction and State Emergency Managers to view events in “real time”.
- 1.1.1.3 Currently Maryland State Police (MSP), Maryland Transportation Authority (MdTA), Department of Natural Resources (DNR), Maryland Institute for Emergency Medical Services Systems (MIEMSS), Maryland Transit Administration (MTA), Department of General Services (DGS) are the State stakeholder agencies developing specific requirements for a CAD/RMS/AVL/AFR system. Additional stakeholder agencies may be added to the system during the life of the contract through a task order issued by that agency. Attachment Q (Summary of Stakeholder Agencies) summarizes each stakeholder and provides statistics as to annual activity.
- 1.1.1.4 The contract to be awarded from this solicitation will be the vehicle by which the Core System is procured and built and against which task orders will be issued by a stakeholder agency to provide the services and support needed to adapt the system to meet their specific agency needs.
- 1.1.2 The system will be utilized by any participating State agency, county, city or local public safety entity, in support of the dispatch, records management and reporting responsibilities for their own emergency response resources.
- 1.1.3 The Core System will have the ability to support all public safety and public services business functions including but not limited to the following:
- 1.1.3.1 Law Enforcement/Police/Sheriff
  - 1.1.3.2 Aviation-Related Activity (fixed wing and rotary aircraft)
  - 1.1.3.3 Fire-EMS (County, City, Paid, Volunteer)
  - 1.1.3.4 Implementation or integration with airport public safety systems
  - 1.1.3.5 Transportation Management

- 1.1.3.6 Automated Field Reporting
  - 1.1.3.7 Automated Vehicle Location
  - 1.1.3.8 Geographic Information Systems (based on Maryland's existing architecture)
  - 1.1.3.9 Alerting (Common Alerting Protocols)
  - 1.1.3.10 Records Management
  - 1.1.3.11 Scheduling
  - 1.1.3.12 Training
  - 1.1.3.13 System Reporting
  - 1.1.3.14 Maintenance
- 1.1.4 The Core System will be centrally hosted within an existing State hosting facility or at a remote third party hosting facility. The decision about the hosting site for both the primary site and the secondary hot backup site will be based on the recommendation by the Contractor based on the best value to the State. There are at least 5 facilities owned by the State of Maryland which are potential hosting locations. Final site determination will be based on the successful Contractor's best practices used to implement their solution. Best practices for site selection shall be based on the State's needs for system availability.
- 1.1.5 The Contractor and the State will choose a hot backup site for disaster recovery that meets the requirements set forth in this RFP and in Attachment G - Functional and Technical Requirements.
- 1.1.6 With respect to the Core System, stakeholder agencies can operate independently during times when interoperability with other law enforcement agencies is not required to handle calls. Each participating agency will manage their own resources without impact or concern for other user agencies.
- 1.1.7 The system shall be integrated so as to provide a system-wide, centralized management console, utilized by designated authorities, to view the status of all emergency response resources during regional, multi-jurisdiction or inter-agency emergency incidents.
- 1.1.8 While each participating independent agency will have the ability to report on the status and historical events for their own emergency resources, a central incident command center will have the ability to review the status of all resources and report on historical data and trends across all agencies.
- 1.1.9 The system will also provide the ability to interface with "non-participating" agency CAD/RMS systems to allow sharing of assets for coordination of emergency response. It is expected that systems which are interfaced will not provide the full range of status and management capabilities that is to be provided by an agency utilizing the statewide Core System.
- 1.1.10 Concurrent or pursuant to the development of the Core System specific task orders will be issued, as needed, throughout the term of the Contact. A specific TO

Agreement will then be entered into between the State stakeholder and the Contractor, which will bind the Contractor to the contents of its proposal, including its price. A task order may not in any way conflict with or supersede the CADRMS Contract.

**1.2 Abbreviations and Definitions**

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

| <b>Term</b> | <b>Definition</b>   |
|-------------|---|
| ABS         | Arrest Booking System   |
| ASCII       | American Standard Code for Information Exchange                                   |
| AEIS        | Airport Engineering Information System  |
| AFIS        | Automated Fingerprint Identification System                                       |
| AFR         | Automated Field Reporting   |
| ANI/ALI     | Automatic Number Identification (ANI) and Automatic Location Identification (ALI) |
| AVL         | Automatic Vehicle Location/Locator  |
| APCO        | Association of Public-Safety Communications Officials                             |
| API         | Application Programming Interface   |
| BAFO        | Best and Final Offer  |
| BLOB        | Binary Large Object   |
| BOLO        | Be On The Look Out  |
| BWI         | Baltimore Washington International (Airport)                                      |
| CALEA       | The Commission on Accreditation for Law Enforcement Agencies, Inc.                |
| CapWIN      | Capital Wireless Information Network  |
| CAD         | Computer-Aided Dispatch   |



| <b>Term</b> | <b>Definition</b>  |
|-------------|--|
| CCI         | Cost and Capability Inquiry                                    |
| CFS         | Call For Service   |
| CJIS        | Criminal Justice Information System                            |
| Contract    | The Contract awarded pursuant to this RFP                      |
| COTS        | Commercial Off-the-Shelf                                       |
| DA          | District Attorney  |
| DBF         | Database (file name extension)                                 |
| DBM         | Maryland Department of Budget and Management                   |
| DBMS        | Database Management System                                     |
| DGS         | Maryland Department of General Services                        |
| DHS         | Department of Homeland Security                                |
| DMV         | Department of Motor Vehicles                                   |
| DNR         | Maryland Department of Natural Resources                       |
| DOJ         | Department of Justice (U.S.)                                   |
| DPSCS       | Maryland Department of Public Safety and Correctional Services |
| DUI         | Driving under the influence                                    |
| ECC         | Emergency Communications Center                                |
| EMS         | Emergency Medical Services                                     |
| EMT         | Emergency Medical Technician                                   |
| EMMA        | Emergency Management Mapping Application                       |
| ESRI        | Environmental Systems Research Institute, Inc.                 |

| <b>Term</b> | <b>Definition</b>  |
|-------------|--|
| FBI         | Federal Bureau of Investigation                          |
| FMCSA       | Federal Motor Carrier Safety Administration              |
| FTP         | File Transfer Protocol                                   |
| GIS         | Geographic Information System                            |
| GJXDM       | Global Justice XML Data Model                            |
| GPS         | Global Positioning Satellite                             |
| GUI         | Graphical User interface                                 |
| HMI         | Hazardous Materials Incident                             |
| HVAC        | Heating, Ventilating, and Air Conditioning               |
| HR          | Human Resources  |
| HRMS        | Human Resource Management System                         |
| HTML        | Hyper Text Markup Language                               |
| ICD         | Interface Control Document                               |
| IRS         | Incident Reporting System                                |
| IT          | Information Technology                                   |
| ITCD        | Information Technology and Communication Division        |
| JIMS        | Juvenile Information Management System                   |
| LAN         | Local Area Network                                       |
| LEITSC      | Law Enforcement Information Technology Standards Council |
| LDAP        | Lightweight Directory Access Protocol                    |

| <b>Term</b>  | <b>Definition</b>  |
|--------------|--|
| RCAS/LInX    | Regional Crime Analysis System/Law Enforcement Information Exchange  |
| MAA          | Maryland Aviation Administration   |
| MBE          | Minority Business Enterprise (certified by Maryland)   |
| MD           | Maryland   |
| MdTA         | Maryland Transportation Authority  |
| MDOT         | Maryland Department of Transportation  |
| MDC          | Mobile Data Computer   |
| MD iMap      | MD iMap GIS Spatial Database   |
| MEMA         | Maryland Emergency Management Agency   |
| MFIRS        | Maryland Fire Incident Reporting System  |
| MIEMSS       | Maryland Institute for Emergency Medical Services Systems  |
| MILES/METERS | Maryland Interagency Law Enforcement System/Maryland Electronic Telecommunications Enforcement Resource System |
| MLEIN        | Maritime Law Enforcement Information Network   |
| MNI          | Master Name Index  |
| MO           | Modus Operandi   |
| MS           | Microsoft  |
| MSP          | Maryland State Police  |
| MSR          | Market Summary Report  |
| MTA          | Maryland Transit Administration  |
| MVA          | Maryland Motor Vehicle Administration  |

| <b>Term</b>      | <b>Definition</b>   |
|------------------|---|
| MVI              | Master Vehicle Indexes  |
| MVR              | Motor Vehicle Record  |
| NCIC             | National Crime Information Center   |
| NGS              | Nortel Government Solutions   |
| NENA             | National Emergency Number Association (master glossary found at <a href="http://www.nena.org/standards/technical/master-glossary">http://www.nena.org/standards/technical/master-glossary</a> ) |
| Network Maryland | Wide-Area Network for State of Maryland   |
| NFIRS            | National Fire Incident Reporting System   |
| NIBRS            | National Incident-Based Reporting System  |
| NIEM             | National Information Exchange Model   |
| NLETS            | National Law Enforcement Telecommunications System  |
| NTP              | Notice to Proceed   |
| OCMS             | Offender Case Management System   |
| ODBC             | Open Database Connectivity  |
| ORI              | Originating Agency Identifier   |
| PD               | Police Department   |
| PenLink          | Intelligence/Analysis Software  |
| PDF              | Portable Document Format (Adobe Acrobat)  |
| PSAP             | Public Safety Answering Point   |
| RAID             | Redundant Array of Inexpensive Disks  |
| RCAGIS           | Regional Crime Analysis/Geographic Information System   |

| <b>Term</b> | <b>Definition</b>                               |
|-------------|---|
| RFP         | Request For Proposal                            |
| RMS         | Records Management System                       |
| RPA         | Reporting Area                                  |
| RTM         | Requirements Traceability Matrix                |
| SAN         | Storage Area Network                            |
| SDK         | Software Development Kit                        |
| SDLC        | System Development Lifecycle                    |
| SHA         | Maryland State Highway Administration           |
| SHAWME      | State Highway Administration Web Mapping Engine |
| SMT         | Scars, Marks, & Tattoos                         |
| SEOC        | State Emergency Operations Center               |
| SOC         | Statewide Operations Center                     |
| SOW         | Statement of Work                               |
| SwGI        | Statewide Government Intranet                   |
| SQL         | Structured Query Language                       |
| SSN         | Social Security number                          |
| StarLIMS    | Star Laboratory Information Management System   |
| SWAT        | Special Weapons and Tactics                     |
| System K    | MTA Police Legacy Information System            |
| TOM         | Task Order Management                           |
| TBD         | To Be Determined                                |

| <b>Term</b> | <b>Definition</b>                      |
|-------------|--|
| TDD         | Telecommunications Device for the Deaf |
| TMD         | Tactical Map Display                   |
| UCR         | Uniform Crime Reports                  |
| VIN         | Vehicle Identification Number          |
| VPN         | Virtual Private Network                |
| XML         | Extensible Markup Language             |
| XHTML       | Extensible Text Markup Language        |

### **1.3 Contract Type**

- 1.3.1 The Contract that results from this RFP shall be a firm-fixed price contract in accordance with COMAR 21.06.03.02 for the Core System and related services and an indefinite quantity contract with fixed unit prices in accordance with COMAR 21.06.03.06 for task orders.

### **1.4 Contract Duration**

- 1.4.1 The initial term of this Contract will be a period of 5 years commencing on or about 7/1/2010 and terminating five years after the effective date of the Contract. The State shall have the right to exercise up to five, one-year renewal options at its sole discretion.

### **1.5 Procurement Officer**

- 1.5.1 The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer as listed below:
- Susan S. Howells  
 Director IT Procurement Office  
 Department of Information Technology  
 45 Calvert St.  
 Annapolis, Maryland 21401  
 Telephone #: 410-260-7191  
 E-Mail: sue.howells@doit.state.md.us

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

## **1.6 Contract Manager**

1.6.1 The Contract Manager is the State representative who monitors and assesses the performance of the Contractor and is designated below:

Susan Howells  
Director, IT Procurement Office  
Department of Information Technology  
45 Calvert St.  
Annapolis, MD 21401  
Telephone #: 410-260-7191

1.6.2 The Department may designate or change the Contract Manager at any time by written notice to the Contractor.

1.6.3 The Contract Technical Officer is the State representative who monitors and assesses the performance on deliverables by the Contractor and is designated below:

To Be Determined  
State of Maryland  
Statewide Communications Interoperability Program  
45 Calvert St.  
Annapolis, MD 21401

1.6.4 Each Stakeholder agency will have an appointed procurement officer and contract manager for individual task orders.

## **1.7 Pre-Proposal Conference**

1.7.1 A Pre-Proposal Conference (“Conference”) shall be held on **February 2, 2010**, beginning at **1:00 PM**, at the:

Maryland State Police  
Forensics Lab  
221 Milford Mill Rd  
Pikesville, MD 21208

1.7.2 Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may improve the Offeror’s overall understanding of technical requirements and the ability to meet the State’s Minority Business Enterprise (MBE) goals, affidavits, Living Wage and other administrative requirements.

1.7.3 The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible after the Pre-Proposal Conference, a written summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed,

free of charge, to all prospective Offerors known to have received a copy of this RFP.

- 1.7.4 In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please submit the Pre-Proposal Conference Response Form to the attention of Susan Howells, preferably via e-mail at Sue.Howells@doit.state.md.us, with such notice no later than **2:00 PM, January 29, 2010**. The Pre-Proposal Conference Response Form is included as Attachment E - Pre-Proposal Conference Response Form to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

## **1.8 Questions**

- 1.8.1 The Procurement Officer, prior to the Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Conference. (No substantive question shall be answered prior to the Conference.) Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions shall be answered at the Conference.
- 1.8.2 Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Contractors who are known to have received a copy of the RFP.

## **1.9 Proposals Due (Closing) Date**

- 1.9.1 An unbound original and nine bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in RFP Section 1.5, no later than **2:00 PM (local time) on March 17, 2010**, in order to be considered.



- 1.9.2 Requests for extension of the closing 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, **March 17, 2010 at 2:00 PM (local time)**, shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

#### **1.10 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) 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.

#### **1.11 Revisions to the RFP**

- 1.11.1 If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals shall be sent only to those Offerors who submitted a timely proposal.
- 1.11.2 Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

#### **1.12 Cancellations; Acceptance; Minor Irregularities and Discussions**

- 1.12.1 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 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 of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

#### **1.13 Oral Presentation**

- 1.13.1 Offerors will be asked to make oral presentations summarizing their technical proposal and demonstrating a live version of their application software including APIs used for external system interface, to State representatives. The purpose of these discussions is twofold: 1) to clarify information in Offeror's proposals and 2)

to demonstrate a production version of CAD/RMS/AVL/AFR software to meet the requirements of the RFP.

1.13.2 The presentation may include but is not limited to the following items in the Offeror's technical proposal.

- Description and demonstration of how the proposed services shall be provided on Offeror's proposed hardware. Show via a scripted demonstration of the proposed CAD/RMS/AVL/AFR software.
- Description and demonstration of how the Offeror plans to meet the identified requirements in the RFP and Attachment G – Functional and Technical Requirements using the proposed CAD/RMS/AVL/AFR software.
- Offeror's experience and capabilities as it relates to this RFP.
- Description of the Offeror's organization.
- Description of which organizational unit shall provide the different services that are referenced in the Offeror's response to this RFP. The presentation should include the Offeror's organization chart.
- Discussion of Offeror's lessons learned on prior CAD/RMS/AVL/AFR implementation engagements.
- Description of how the Offeror plans to meet the RFP Project reporting requirements.
- Description of references where the service offered is functioning in a production environment.
- In-depth demonstration, testing and documentation review of system APIs used for integration purposes

1.13.3 RFP Section 1.13.2 requires a software demonstration. Since the State's requirement is for a commercially available production version of COTS CAD/RMS/AVL/AFR software, the Offeror's demonstration will use a version of the software already in use by another State or public entity. The purpose of the demonstration is to confirm the information provided within the Offeror's proposal based on the Offeror's COTS product, evaluate ease of use and system output accuracy levels. No customization of software to meet the specific requirements outlined in this RFP will be required to the Offeror's COTS product for the purpose of these demos.

1.13.4 The demonstration will focus on illustrating how the functional requirements in the RFP and Attachment G - Functional and Technical Requirements, without customization, and also include the following:

- Application Overview
- List all Software and Hardware used in the live demo (i.e. laptop specification and CAD/RMS/AVL/AFR software suite name and version).

- 1.13.5 The State will provide the facilities (i.e., projector, video and audio conferencing facilities and internet connection) for the presentation.

#### **1.14 Site Visit to Observe Deployed Software in a User Setting**

- 1.14.1 As a follow-on to the demonstration described in the RFP Section 1.13, the evaluation committee may request a field visit to a successful installation of the Offeror's software that is the same version of the production CAD/RMS/AVL/AFR software that was demonstrated. The visit would take place after the demo at the State's facility and the Offeror would coordinate dates and locations with its client and provide availability times and a contact point in the client organization to the Procurement Officer. The Procurement Officer will then make final arrangements for the site visit directly with the Offeror's client.
- 1.14.2 The Offeror may advise its client that an evaluation team numbering approximately ten people would desire a limited demonstration of the software in a production environment. The State's representatives would discuss and observe the application with their client counterparts to obtain first-hand knowledge of the system operation and gain insight into customer experience and satisfaction of the product and satisfaction with the Offeror. The State representatives would ask questions about system performance (both technical and non-technical), Contractor performance and overall satisfaction with the system. Potential areas the State would like to see demonstrated are:
- Overall review of functionality of Core System components as defined herein
  - Use of system APIs for integration

### **1.15 Incurred Expenses**

- 1.15.1 The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing these activities relative to this RFP.

### **1.16 Economy of Preparation**

- 1.16.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

### **1.17 Protests/Disputes**

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

### **1.18 Multiple or Alternate Proposals**

- 1.18.1 Neither multiple nor alternate proposals will be accepted.

### **1.19 Minority Business Enterprises**

- 1.19.1 A Minority Business Enterprise (MBE) subcontractor participation goal of 25% of the dollar value of the overall Contract has been established for this procurement. The Contractor shall structure its award(s) of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D - Minority Business Enterprise Participation Forms of this RFP. Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.
- 1.19.2 Task orders issued against this Contract may have a lower goal provided the overall MBE subcontractor participation for the contract meets or exceeds 25%.
- 1.19.3 Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids or receipt of initial proposals.
- 1.19.4 **Attachments D-1 and D-2 must be completed and submitted with each Offeror's proposal. Failure of the Contractor to complete, sign, and submit Attachments D-1 and D-2 at the time it submits its Response to the RFP will result in the State's rejection of the Contractor's Proposal to the RFP. This failure is not curable.**
- 1.19.5 A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is 410-865-

1269. The directory is also available at <http://www.e-mdot.com/>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

## **1.20 Access to Public Records Act Notice**

- 1.20.1 An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.
- 1.20.2 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 can be disclosed. (See COMAR 21.05.08.01.) **Information which is claimed to be confidential is to be identified *after* the Title Page and *before* the Table of Contents in the Technical Proposal and, if applicable, also in the Financial Proposal.**

## **1.21 Offeror Responsibilities**

- 1.21.1 The selected Offeror shall be responsible for rendering services 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. Additional information regarding MBE subcontractors is provided under RFP Section 1.19 above.
- 1.21.2 If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to references and financial reports, 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. **Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment D - Minority Business Enterprise Participation Forms, of this RFP.**

## **1.22 Mandatory Contractual Terms**

- 1.22.1 By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A - The State's Contract. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal; exceptions to the required format, terms and conditions of Financial Proposal must also be clearly identified in the Executive Summary, without

disclosing any pricing information. A proposal that takes exception to these terms may be rejected.

### **1.23 Proposal Affidavit**

- 1.23.1 1.23.1 A completed Bid/Proposal Affidavit must accompany the Technical Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B - Bid/Proposal Affidavit of this RFP.

### **1.24 Contract Affidavit**

- 1.24.1 All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C – Contract Affidavit, of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

### **1.25 Arrearages**

- 1.25.1 By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing 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 contract award.

### **1.26 Procurement Method**

- 1.26.1 This Contract shall be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

### **1.27 Verification of Registration and Tax Payment**

- 1.27.1 Before a corporation 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. 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 Contract award.

### **1.28 False Statements**

- 1.28.1 Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:
- 1.28.2 In connection with a procurement contract, a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;

- Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 1.28.3 A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- 1.28.4 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.29 Non-Visual Access**

- 1.29.1 The Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) shall 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 shall not increase the cost of the information technology by more than five percent. For purposes of this regulation, 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.

### **1.30 eMarylandMarketplace**

- 1.30.1 eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site ([www.dbm.maryland.gov](http://www.dbm.maryland.gov)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer’s responses, addenda, and other solicitation related information will be provided via eMM.
- 1.30.2 In order to receive a contract award, a vendor must be registered on eMM. eMM registration is made through the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

### **1.31 Payments by Electronic Funds Transfer**

- 1.31.1 By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor

Electronic Funds (EFT) Registration Request Form attached as Attachment K. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

## **1.32 Living Wage**

- 1.32.1 A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment M entitled "Living Wage Requirements for Service Contracts"). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (See Attachment N - Living Wage Affidavit), the State may determine an Offeror to be not responsible.
- 1.32.2 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the Contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.
- 1.32.3 The Contract resulting from this solicitation will be deemed to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. 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. 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. If the Contractor provides more than 50% of the services from an out-of-State location, then the Contract will be deemed to be a Tier 1 Contract. The Offeror must identify in their Offer the location(s) from which services will be provided.
- 1.32.4 Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.



### **1.33 Conflict of Interest**

- 1.33.1 Potential Offerors should be aware that the State Ethics Law, State Government Article, § 15-508, might limit the selected Contractor's ability to respond to this solicitation, depending upon specific circumstances.

### **1.34 Non-Disclosure Agreement**

- 1.34.1 The successful Offeror awarded a Contract will have access to certain documents and materials as may be required to fulfill the requirements of the RFP. The Contractors, employees and agents who require access to such documents as part of their contractual duties will be required to sign a Non-Disclosure Agreement.
- 1.34.2 All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment L - Non-Disclosure Agreement of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

### **1.35 Proposal Bond**

- 1.35.1 Each Offeror must submit with its proposal, a Proposal Bond in the amount of Fifty Thousand Dollars (\$50,000.00) to guarantee for one hundred eighty (180) days after the Due Date for Receipt of Proposals the availability of the equipment and services at the offered price. The bond shall be in the form provided in Attachment R – Proposal Bond Form and underwritten by a surety company authorized to do business in the State and subject to approval by DoIT, or other acceptable security for bond as described in COMAR 21.06.07. A certified check or cashier's check payable to DoIT may also serve as a Proposal Bond.

Offerors may request a release of the bond after the date of Contract award in return for a release signed by the Offeror and accepted by DoIT.

## 1.36 Performance Bond

- 1.36.1 The successful Contractor must submit a Performance Bond, RFP Attachment S, or other suitable securities as identified within COMAR 21.06.07, in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). The cost of this bond, or other suitable security, is to be included in the total price proposed and is not to be proposed and will not be recoverable as a separate cost item. The Performance Bond or other suitable security shall be delivered to the State by the Master Contractor within 5 days of the recommendation for award. Acceptable security for proposal and performance bonds is limited to a bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State.
- 1.36.2 Assistance in obtaining a bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFa). MSBDFa can directly issue bid, performance or payment bonds up to \$750,000. MSBDFa may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFa exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFa. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:
- Maryland Department of Business and Economic Development  
Maryland Small Business Development Financing Authority  
217 E. Redwood Street, 22nd Floor  
Baltimore, Maryland 21202  
Phone: (410) 333-4270  
Fax: (410) 333-6931
- 1.36.3 The Performance Bond may be renewable annually. The Contractor shall require that the surety provide to DoIT thirty (30) days written notice of non-renewal,

cancellation, or material modification of the bond by either the surety or the Contractor. Non-renewal, cancellation or material modification of the bond by the Surety will not constitute an event of default by the Contractor provided that the Contractor obtains an acceptable replacement Performance Bond to be effective prior to the expiration of the thirty (30) day notice period.

**Failure of the Contractor to submit and maintain the required Performance Bond coverage throughout the term of the Contract, and any Renewal Option Period, if exercised, will constitute an event of Default under the Contract.**

- 1.36.4 After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the State's sole discretion. If any reduction is granted, the State shall have the right to increase the amount of the Performance Bond to any amount, up to the original amount or any other amount established by the State in regulation, at any time and at the State's sole discretion.
- 1.36.5 The Performance Bond is forfeited to DoIT, in whole or in part, if the Contractor defaults in the performance of its contractual obligations or if DoIT incurs damages due to the willful or negligent performance of the Contractor or its subcontractors. However, the surety shall have the option within thirty (30) days of notice of default to cure the default or tender funds sufficient to pay the cost of completion up to an amount not to exceed the penal sum of the bond. With the concurrence of DoIT, the surety may assume the remainder of the Contract to perform or sublet.

## SECTION 2 - STATEMENT OF WORK

### 2.1 Purpose & Summary

- 2.1.1 The State of Maryland intends to procure a system to automate, enhance and centralize its CAD/RMS/AVL/AFR. This scope of work is intended to describe the minimum level of service for the contractor and team to which an award will be made. The statement of work describes:
- 2.1.1.1 Services and functional/technical requirements needed to implement the Core System, which will be built upon contract award.
  - 2.1.1.2 Specifications to support the continued Statewide implementation and operation through issuance of future task orders.

### 2.2 Background

- 2.2.1 On July 10, 2008, Maryland Governor Martin O'Malley signed an Executive Order, establishing the Statewide Communications Interoperability Program. Further information on the structure and charge of this group can be found at: <http://doit.maryland.gov/sites/interoperability/Pages/default.aspx>. One of the goals under this program, is the establishment of a "statewide computer-aided dispatch/records management system for statewide law enforcement and public safety usage." Over the last three years, a number of State agencies including MSP, MdTA, DNR, MAA, MTA, DGS, MIEMSS and various local government entities began evaluating options to enhance their existing automated information technology resources. Some of these agencies considered and subsequently carried out additional custom development for their legacy systems, whereas, others investigated commercially available CAD, RMS and Mobile Data solutions. Through comprehensive and collective analysis, it was determined that a Statewide enterprise investment in a modern CAD/RMS/AVL/AFR solution would overcome many of the deficiencies present in the current dispatching and records management functions, and provide enhanced interoperability capabilities.
- 2.2.2 An Interoperability Project Management Office (PMO) was also established as part of the Statewide Communications Interoperability Program. Among its duties, the PMO will have responsibility for oversight of the contract resulting from this RFP and management and oversight of the Statewide CAD/RMS/AVL/AFR system development. Also, the Interoperability PMO will be responsible for review and approval of agency task orders issued against the Contract.
- 2.2.3 The State needs to build a communications infrastructure that allows for multiple computer-aided services and information sharing between Federal, State, and local public safety and transportation agencies. Immediate access to information is a critical component of effective policing and ensuring public safety. Providing timely, accurate, and up-to-date information on demand to dispatchers, officers, investigators, or command staff, will result in effective decision-making. Modern information technology can arm everyone from dispatchers to Chiefs with tools for

making better decisions, resulting in improved safety and services for first responders, transportation workers and the public.

2.2.4 Over the last several years, several Maryland State agencies identified the need to better utilize the data that they were collecting through the course of their normal operations. However, in many situations, the information collected could not be processed or shared in an effective manner that would produce operational or investigative value. This was mainly due to the outdated information systems currently at their disposal. These systems then, as they do today, have limited capabilities to facilitate the required data processing currently needed by these agencies. Over time, investments were made for “workarounds and add-ons,” which may have included some custom development or system expansion (e.g., database).

2.2.5 The need was very clear among the agencies that not only did they need to enhance or replace current information systems; they also needed to identify a process in which multiple agencies could share data across a single, common platform. Because most agency business processes are largely consistent, in terms of operations, it only makes sense to develop a plan that would work to standardize and integrate much of the data collection, processing and dissemination.

2.2.6 Table A represents the set of existing and in-development systems to which the State expects the CAD/RMS/AVL/AFR system to interface or integrate.

TABLE A

| System Name   | Description  | Platform                     | Operating System | Database      | Type | User Interface    |
|---|--|------------------------------|------------------|---------------|------|-------------------|
| <i>Systems Currently in Place</i>                             |  |                              |                  |               |      |                   |
| ASPEN   | Drive/Vehicle Inspection Software, used by most states and the FMCSA. Runs on laptops and is used to collect inspection details and print the inspection report. Includes communications to electronically transfer inspections to national information systems. | Stand alone Laptop computers | Windows          | Unknown       | COTS | NA                |
| Computer aided drawing design program/Total Station/Mapscenes | Total Station software package used by CVSU to map and record data from traffic accident scenes  | Stand alone laptops          | Windows          | Total Station | COTS | Mapscene software |
| IA Pro  | Records of officer disciplinary actions  | Web-based                    | Windows          | Unknown       | COTS | IA Pro            |

| System Name   | Description  | Platform      | Operating System | Database             | Type            | User Interface        |
|---|--|---------------|------------------|----------------------|-----------------|-----------------------|
| CapWIN  | Mobile CJIS data access, interoperable communications, incident coordination   | Mobile laptop | Windows          | None                 | COTS            | CapWIN                |
| ADORE:  | Automated Observation Reports and Evaluations  | Web-based     | Windows          | MSSQL Server         | COTS            | Cold Fusion           |
| CIRIR Database  | Criminal Incident Reporting  | Client/Server | Windows          | Access               | Hybrid          | Access forms          |
| Human Resources Personnel Database                                      | Database of police human resource data – Linked to almost every other Police database for references.  | Client/Server | Windows          | Access MSSQL Server  | Hybrid          | Access Form           |
| LiveScan  | Digital Fingerprinting; interface with external systems at Dept of Public Safety (DPSCS)   | PC or Laptop  | Windows XP Pro   | Access               | COTS            | LSMS (GUI)            |
| Overtime Database   | Overtime requests and reporting  | FSK Server    | Windows          | Access               | Hybrid          | Access forms          |
| Power DMS   | Electronic directives and e-signature capability for CALEA compliance  | Web-based     | Windows          | MSSQL Server         | COTS            | Power DMS             |
| Records Database  | Receipts of request for citation copies, Juvenile incidents, Expungements, Missing Persons (various Records department administrative tracking)              | Client/Server | Windows          | Access               | Hybrid          | Access forms          |
| Skills Manager  | Used by State Police Training Academy  | Client/Server | Windows          | Proprietary database | COTS            | Skills Manager        |
| Training Manager  | Used by State Police Training Academy  | Client/Server | Windows          | Proprietary database | COTS            | Skills Manager        |
| National Capital Region Law Enforcement Information Exchange (NCR LInX) | A single warehouse of databases which will provide all participating agencies a single, cross-jurisdictional source for regional law enforcement information | Web-based     | Planned: Windows | Planned: Oracle      | Planned: Hybrid | Planned: Access forms |

| <b>System Name</b>  | <b>Description</b>   | <b>Platform</b>                   | <b>Operating System</b> | <b>Database</b>                  | <b>Type</b>     | <b>User Interface</b>               |
|---|--|-----------------------------------|-------------------------|----------------------------------|-----------------|-------------------------------------|
| LIInX/Regional Crime Analysis System (RCAS)                             | a secure mechanism for exchanging criminal justice information for regional law enforcement agencies   | Client/Server                     | Planned: Windows        | Planned: Oracle                  | Planned: Hybrid | Planned: Access forms               |
| <b><i>New Systems Currently in Deployment</i></b>                       |  |                                   |                         |                                  |                 |                                     |
| Electronic Citations  | External interface to MSP E-TIX; internal link to Citations Databases  | Web Services                      | Windows                 | Oracle (MSP) MSSQL Server (MdTA) | Hybrid          | Access Forms; E-Citations Web based |
| Maryland Arrest Booking System  | Incorporated in Maryland's offender case management system in DPSCS  | Web Services                      | Windows                 | Oracle                           | Hybrid          | ASP.net                             |
| LiveLink / Virtual File System  | Uniform folders within a document management system to store required documentation for CALEA accreditation, staff scheduling, standard operating procedure manuals, etc | Web-based                         | Windows                 | Oracle                           | COTS            | OpenText LiveLink                   |
| Police Integrated Database  | Database to hold all police incident data; will also include some police personnel data. Will link to external systems: LIInX and RCAS                                   | Client/Server                     | Windows                 | MSSQL Server                     | Hybrid          | Access Form                         |
| GIS   | Geographic Information Systems   | ESRI Platform                     | Windows                 | MSSQL Server                     | COTS            | ESRI Middleware                     |
| GIS   | Geographic Information Systems   | Google Fusion Server              | Windows/Linux           | Oracle/Oracle Spatial            | COTS            | Google Earth Enterprise             |
| <b><i>New Systems Currently in Process of Procuring or Creating</i></b> |  |                                   |                         |                                  |                 |                                     |
| License Plate Reader (LPR)  | Integrates data from LPR to RMS.   | Stand-alone vendor specific ELSAG | Windows                 | MSSQL Server                     | COTS            | Web-based for visuals;              |
| MLEIN   | System for tracking waterborne vessels along the Chesapeake Bay and its tributaries  | TBD                               | TBD                     | TBD                              | Planned: Hybrid | TBD                                 |

## **2.3 Business Problem Description**

- 2.3.1 Comprehensive analysis has shown that the State law enforcement agencies lack sufficient automated information systems to support their mission needs. The State has limited (or non-existent) CAD, RMS, AFR, and AVL capabilities. In addition, the State is primarily relying on outdated systems and technologies for information management support. As a result, the State is unable to support effective deployment of officers to incidents, or facilitate intelligence gathering, analysis and data sharing.
- 2.3.2 The majority of the systems currently in use by the State are custom built applications, or commercially available relational database applications, such as Microsoft Access. These systems lack or otherwise provide limited ability to accept process, manage, store, or share data. Consequently, the State cannot extract useful information, which, if sufficiently available, would increase not only operational efficiency, but also the quality of services to the public.
- 2.3.3 The majority of the systems currently in use by the State are custom developed, may be more than ten years old, and can no longer meet the current operational needs and growing technological demands, and/or have become too labor-intensive to maintain. The limitations associated with those systems are generally due to a combination of the age of the systems, the design, available functionality, hardware platforms, and database constraints.
- 2.3.4 Due to the current limitations, the systems do not allow for effective, real time dissemination of information regarding agency productivity, and crime trend analysis, which facilitates effective deployment of resources in conjunction with daily operational and administrative requirements, as well as emergency deployments.
- 2.3.5 Sufficient information is not available to State Commanders and Supervisors to allow for effective assessment of daily operational needs and administrative planning. Lack of a single consolidated data repository presents significant challenges in satisfying the ad-hoc query and reporting needs of the State, thereby limiting operational analysis and effective decision-making.

## **2.4 Project Approach**

- 2.4.1 **Core System**  
Upon award of this contract, the Contractor will carry out the planning, design and implementation of the Core CAD/RMS/AVL/AFR system. The State seeks to obtain a highly integrated and proven solution that provides robust functionality and capabilities. These solutions will be multi-agency/disciplinary products that can support Law Enforcement based operations, as well as integrate with Fire and EMS dispatching. The core system will incorporate airborne (fixed wing and



rotary), waterborne and traditional land-based operations. The Contractor is expected to provide software, hardware, and related services, as further described in this section. In order to facilitate this future aggregation of resources, the State is particularly interested in the Contractor's approach to licensing COTS products. The State will require Application Programming Interfaces (APIs) to enable existing State third party software to integrate with the contractor's CAD, RMS, AFR and AVL components. The system will be based on an open architecture to support integration with third party systems, including future CAD-to-CAD integration. Further details are contained in Attachment G, Functional and Technical Requirements.

## 2.4.2 Core System Software Applications

### 2.4.2.1 Computer Aided Dispatch (CAD)

The Core System shall be a fully integrated multi-agency and multi-jurisdictional CAD system to facilitate a wide range of data processing associated with receiving and dispatching emergency calls for service for Law Enforcement, Fire, EMS and transportation operations, to include fixed wing and rotary based medevac and mission-based flight operations. The Core System will not need to include full mobile CAD capabilities as many of these capabilities are currently provided by State provided software (CapWIN). Further details are contained in Attachment G, Functional and Technical Requirements.

### 2.4.2.2 Records Management System (RMS)

The core system shall provide a fully integrated multi-agency and multi-jurisdictional RMS that will support the State stakeholder agencies, working in unique environments. Records include information related to people, vehicles, incidents, arrests, warrants, traffic, accidents, and other functional areas associated with daily police, fire and EMS operations. The RMS shall:

- ◆ Facilitate relationship analyses, to link people, vehicles, property and business to various incident records and investigation cases,
- ◆ Facilitate effective crime analysis, to show hot spots for police commanders to develop strategy,
- ◆ Integrate with CAD and AFR, and serve as the primary data hub for the exchange of information with external systems and
- ◆ Include robust security features to manage user access to sensitive records and support effective management reporting for all agency operations.

Master indices will provide a primary repository for commonly accessed data for persons, vehicles, locations and property. Primary functional areas that the State desires the RMS include are Strategic, Tactical, Investigative, and Administration. Further details are contained in Attachment G, Functional and Technical Requirements.

### 2.4.2.3 Automated Field Reporting System (AFR)

The AFR system shall provide field users the ability to:

- ◆ complete and submit reports from mobile data computers to the RMS, electronically from the field,
- ◆ pre-populate report forms, use agency-defined workflow for online routing of reports, supervisor receipt and review of reports, editing and rerouting of reports, case assignments, and automatic report distribution
- ◆ increase officer productivity and streamline the reporting process by allowing the officer to capture critical information in the field at the time of the incident
- ◆ have integrated spell checking, auto populated fields, address search and validation, error correction, workflow approval (integrated with RMS), and support integration with a third party mobile applications.

AFR will integrate with other mobile-based applications currently in use by the State (e.g., E-Citation, CapWIN) and technologies. Further details are contained in Attachment G, Functional and Technical Requirements.

#### 2.4.2.4 Automatic Vehicle Location (AVL)

The AVL will be used to assist agencies in vehicle tracking via mobile data operations. Vehicles to be tracked include land, air and sea based units. Vehicles must be able to communicate in areas of dense canopy and tunnels. The AVL shall be integrated with CAD and AFR and use detailed in-car mapping to track vehicle status. The AVL shall integrate with existing or purchased GPS receivers to report on vehicle locations, including long/lat coordinates that are displayed on the mobile data unit's map display. The AVL shall provide configurable options to include display of individual units or groups of units and a function that provides "Last Known Position" on any unit suffering loss of GPS signal. Further details are contained in Attachment G, Functional and Technical Requirements.

2.4.3 The Contractor shall provide and install an operational version of the CAD/RMS/AVL/AFR Core System application software in a Development/Testing Environment. The installation will be performed jointly by the Contractor and State staff.

2.4.4 The implementation of the total COTS solution will be accomplished through separate and distinct tasks. It is anticipated that the first task will result in the planning, design and implementation of the Core System features and functionalities of the complete software application that are common processes regardless of unique stakeholder agency consideration. The State desires the production system to run on a primary and physically separate secondary site location for disaster recovery.

2.4.5 Subsequent tasks orders will be used to design and customize functionality for each agency of the State. The Contractor shall recommend the implementation sequence. The State will evaluate and approve the sequence of installation of all customizations following the completion of the System Development Life Cycle (SDLC) Planning phase of the project. Note: The State expects that each agency

shall be integrated while capable of being implemented and operational separate and apart from other agencies.

## **2.5 Core System Implementation**

- 2.5.1 SDLC Planning Phase. The Contract kick-off meeting begins the Planning phase of the project. This effort will establish the approach to the remainder of the development and implementation of the CAD/RMS/AVL/AFR application. The following events and documents (in addition to others not specifically identified here) will be performed, defined and/or created during the State CAD/RMS/AVL/AFR Project:
- 2.5.1.1 Project Management Plan (project deliverable): The Contractor shall develop and deliver an initial Project Management Plan (PMP) according to the due date as it appears in RFP Section 2.16, Project Deliverables. The plan is created with components related to acquisition planning, configuration management planning, quality assurance planning, concept of operations, system security, verification and validation, and systems engineering management planning. The Contractor shall document changes and updates to the PMP as they occur. The plan shall be an update and substantially the same as the plan submitted in the Contractor's proposal per RFP Section 3.4. See RFP Section 2.9.1.3 for PMP content requirements.
- 2.5.1.2 COTS Application Test System (project deliverable): The Contractor shall establish and make available to the State CAD/RMS/AVL/AFR Project Team members a State CAD/RMS/AVL/AFR application test system according to the due date as it appears in RFP Section 2.16, Project Deliverables. The COTS Application Test System will be used by the State's user community to become familiar with the COTS application software and to assist in prioritizing any requested customizations. NOTE - This COTS Application Test System is separate and distinct from the Development/Testing Environment referenced in RFP Section 2.4.3. As such, this State CAD/RMS/AVL/AFR application test system may be established at the Contractor's choice of location (with prior review and approval from the State) that allows for connectivity accessible from any State facility.
- 2.5.1.3 System Security Plan (project deliverable): An assessment of the application is performed in advance of each phase implementation to assess compliance with State and the State Department of Information Technology, Information Technology Security Policy, (Reference the following web site: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx> for the most current version). The assessment focuses on the areas of the State CAD/RMS/AVL/AFR System: assets, threats, vulnerabilities, likelihood, consequences and safeguards. The risk assessment evaluates compliance with baseline security requirements,

identifies threats and vulnerabilities, and assesses alternatives for mitigating or accepting residual risks.

The output of this assessment is the State CAD/RMS/AVL/AFR System Security Plan (project deliverable) which identifies any and all appropriate and cost-effective measures that will eliminate and/or minimize all identified threats and/or vulnerabilities of the State CAD/RMS/AVL/AFR System. The items identified in the State CAD/RMS/AVL/AFR System Security Plan are incorporated in the Detailed System Design Document for each Functional Unit. The Security Risk Assessment task and the State CAD/RMS/AVL/AFR System Security Plan will be performed and delivered according to the due dates as they appear in RFP Section 2.16, Project Deliverables.

- 2.5.1.4 Detailed Gap Analysis Report (project deliverable): The Contractor shall assist the State in completing a Detailed Gap Analysis. For the Core System, the Contractor and State representatives will perform the process (Requirements Validation Process) of determining, documenting, and approving the variance between the stated State requirements and the proposed system capabilities in terms of packaged application features and technical architecture. The documented output of this process will be the Detailed Gap Analysis Report. The Detailed Gap Analysis Report will be developed and delivered according to the due date as it appears in RFP Section 2.16, Project Deliverables.

The Contractor shall clearly state in the Detailed Gap Analysis Report the gaps between the out-of-the-box functionality of the COTS State CAD/RMS/AVL/AFR solution and the functionality required for the Core System. The Contractor will recommend the approach to achieve the required functionality, documenting any custom development needed to complete the requirements for the Core System implementations.

- 2.5.1.5 Requirements Traceability Matrix (RTM) (project deliverable): The Contractor and the State shall jointly develop the RTM. The RTM shall be a cross reference of the features requested by the State and the capabilities of the State CAD/RMS/AVL/AFR core system as required in both the Statement of Work (SOW) RFP Section 2 and the Attachment G – Functional and Technical Requirements. Prioritization of all customizations required and documented in the RTM, will be determined during the same time as the generation of the Detailed Gap Analysis Report. The RTM will be developed and delivered according to the due date as it appears in RFP Section 2.16, Project Deliverables.

The RTM, will minimally contain the following data elements:

- Attachment G – Functional and Technical Requirements - Section Number (Atch G Sec. No.)
- Attachment G – Functional and Technical Requirements - Functional Requirements Identification (Req. No)

- Requirement Type (Business or Technical)
- Primary User Area
- Requirement Description
- Business Process (Generic description)
- Importance/Priority (Core System or Recommended)
- Requirement reference in Design/Specification Document
- Requirement reference in Test Plan

2.5.1.6 Project Implementation Plan & Baseline Schedule (PIPBS) (project deliverable): The results of the Detailed Gap Analysis will be used to validate implementation plan. Once the State has approved the recommendations of the Contractor for Core System implementation, the Contractor will document the sequence of events in the PIPBS and submit the plan for the State’s approval. The PIPBS will be developed and delivered by the Contractor according to the due date as it appears in RFP Section 2.16, Project Deliverables. The plan shall be an update and substantially be the same as the plan submitted in the Contractor’s proposal per RFP Section 3.4.2.6. See RFP Section 2.9.1.4 for content requirements.

Once the implementation plan has been determined, the Contractor will complete the Work Breakdown Structure (WBS) for Core System implementation, including all customizations. The Contractor will submit to the State Project Manager an updated PMP, reflecting the resource availability and constraints of the State, describing the Core System implementation strategy, for review and deliverable acceptance. Once approved by the State, this schedule establishes the project’s baseline schedule.

2.5.1.7 Detailed System Design Document (DSD) (project deliverable): Upon approval by the State of the Detailed Gap Analysis Report and the PIPBS, the design of the State CAD/RMS/AVL/AFR Core System will commence. The Contractor shall work with the State to develop the required workflow diagrams and produce the State CAD/RMS/AVL/AFR DSD. The DSD will be developed and delivered according to the due date as it appears in RFP Section 2.16, Project Deliverables of this RFP. See RFP Section 2.9.1.12 for State CAD/RMS/AVL/AFR DSD content.

2.5.1.8 Upon direction of the State’s PM, the Contractor, in conjunction with representatives of the State’s CAD/RMS/AVL/AFR Project Team, will conduct the State CAD/RMS/AVL/AFR Design Review meetings for the purpose of reviewing the State CAD/RMS/AVL/AFR Detailed System Design Document (DSD).

2.5.2 SDLC Development/Implementation Phase. The following sections describe the Contractor requirements for implementation processes of the Core System. All stated requirements in the sections below will be delivered according to the due date as it appears in RFP Section 2.16, Project Deliverables if not stated directly in the section noted.

2.5.2.1 Design and Development Scenario: Design and development will be scheduled and proceed as indicated per the PMP (refer to RFP Section 2.9.1.3). Development will be accomplished utilizing the DSD as specified in RFP Section 2.9.1.12 for implementation of DNR, MdTA and MSP at a minimum. For any and all Core System Application Functionality that is identified as necessary for the DNR, MdTA and MSP implementation, those specifications will be included in the DSD.

2.5.2.2 Detailed System Design Document (DSD) (Subsequent agency level updates): Following the successful completion of each agency implementation, the DSD will be reviewed and updated, as necessary, and required for any agency that has issued a task order for development and implementation. The review of the DSD will be accomplished jointly by the Contractor and the State CAD/RMS/AVL/AFR Project Team representatives. The necessary and required updating of the DSD is the responsibility of the Contractor. If the DSD is updated, this updated document will be submitted to the State CAD/RMS/AVL/AFR PM and it will be maintained as part of the State CAD/RMS/AVL/AFR project permanent documentation. This update and review of the DSD task shall be accomplished within Phase NTP + 30 calendar days following the successful implementation of the prior agency. The Contractor shall update the RTM accordingly.

2.5.2.3 Update to Project Implementation Plan and Baseline Schedule (PIPBS) (See RFP Section 2.9.1.4). This is the documentation that will be utilized and followed during each agency implementation. Following the successful implementation of each agency this plan will be reviewed, updated, and corrected as necessary based on information obtained from the prior agency implementation for the purpose of the document's continued use for the subsequent agency implementation. The review of the PIPBS will be accomplished jointly by the Contractor and the agency CAD/RMS/AVL/AFR Project Team representatives. The necessary and required "updating" of the PIPBS is the responsibility of the Contractor. If the PIPBS is updated this updated document will be submitted to the State CAD/RMS/AVL/AFR PM and it will be maintained as part of the State CAD/RMS/AVL/AFR project permanent documentation. This task shall be completed upon NTP + 30 days of NTP of an agency task order to integrate the agency into the Core System.

## **2.6 State Responsibilities**

The State shall provide the following:

- 2.6.1 Executive Steering Committee: This project oversight body is made up of the project sponsor, IT representatives from each of the stakeholder agencies, the senior business users and IT representatives.
- 2.6.2 Project management for the Core System implementation to include a dedicated PM in the Statewide Interoperability PM Office to serve as a single point of contact to the Contractor. Duties include:
- Coordination of plan development
  - Coordination of agency task orders against the contract
  - Overall schedule coordination
  - Management of the State's project team
  - Monitor and facilitate approval of deliverables
  - Authorize payment of invoices
  - Assure Contractor is provided sufficient access to both technical and business knowledge experts to maintain the project schedule and other project documents
  - Provide project status reports to Governance Committees
  - Provide State Change and Configuration Management documentation
- 2.6.3 Project management for agency implementations to include a dedicated PM in each agency issuing task orders to serve as a single point of contact to the Contractor. Duties include:
- Coordination of plan development
  - Schedule coordination
  - Management of the State's project team
  - Monitor and facilitate approval of deliverables
  - Authorize payment of invoices
  - Assure Contractor is provided with sufficient access to both agency technical and business knowledge experts to maintain the project schedule and other agency implementation documents
  - Provide project status reports to Governance Committees
  - Provide Agency Change and Configuration Management documentation
- 2.6.4 Coordinate all project meetings.
- 2.6.5 Provide office space, provision power, and associated physical device connectivity for the following State CAD/RMS/AVL/AFR hardware configurations:
- Production Environment
  - Disaster Recovery Environment
  - Development/Testing Environment
  - Training Environment
  - Analysis/Reporting Environment

- 2.6.6 Perform State CAD/RMS/AVL/AFR data backup activities such as tape rotation and off-site storage.
- 2.6.7 Provide network-related troubleshooting with assistance from the Contractor as necessary and as requested with respect to State CAD/RMS/AVL/AFR.
- 2.6.8 Provide Security Awareness Training to all Contractor project personnel.

## **2.7 Contractor General Requirements**

The Contractor shall:

- 2.7.1 When conducting activities within any State facility, at all times, comply with the following:
  - All applicable directives of the State
  - Regulations of the stakeholder agencies
  - Regulations of the Maryland Department of Health and Mental Hygiene
  - All applicable Federal, State and local statutes, ordinances, laws, regulations, codes, directives, and/or orders
- 2.7.2 Provide on-site support to assist the State with hardware installation/configuration required for State CAD/RMS/AVL/AFR in the State's Data Center. Under the direction of the Interoperability PMO, install and configure the State CAD/RMS/AVL/AFR hardware and operating system, including all licensed third-party security software approved by the State. To ensure compliance with the State's networking protocols and security requirements, all hardware and software must pass a Security Compliance Checklist prior to being connected to the State's network. The Contractor will be responsible for fixing all items discovered, not in compliance with the State's networking protocols and security requirements, at the Contractor's expense.
- 2.7.3 Participate in meetings with the State CAD/RMS/AVL/AFR Executive Steering Committee and/or Project Team, as directed by the State CAD/RMS/AVL/AFR PM.
- 2.7.4 Ensure that the State's standards for the System Development Life Cycle (SDLC) methodology are followed. The State's SDLC is available at: <http://doit.maryland.gov/policies/Pages/sdlc.aspx>.
- 2.7.5 Communicate the delivery schedules of all hardware and software to allow the State to track deliveries and coordinate arrivals. The delivery shall correspond to the PIPBS required by RFP Section 2.9.1.4.



- 2.7.6 Install the required servers and peripherals necessary to support the State CAD/RMS/AVL/AFR. At the direction of the State's Interoperability PMO, the Contractor shall provide, install and configure these same units at locations identified by the State. The completion time shall correspond to the PIPBS required by RFP Section 2.9.1.4.
- 2.7.7 Comply with the State's Change and Configuration Management requirements, including any software version updates. The Contractor will be responsible for notifying the State's Project Manager to coordinate approval of any updates prior to installation. A current copy of the State's or agency's Change Management Procedure Manual will be made available for vendor review upon a formal request submitted to the Contract Technical Officer or Interoperability PM if after award, indicated in RFP Section 1.6.3.
- 2.7.8 Provide system, application, and data backup recovery any time prior to the State's assumption of ownership. Following the State's assumption of ownership of CAD/RMS/AVL/AFR Core System, the Interoperability PMO staff will be responsible for the execution of any form of backup recovery event.
- 2.7.9 For all software provided (that is, the operating system as well as application-related software) provide vendor-supported versions. Should a software version selected for State CAD/RMS/AVL/AFR no longer be supported by a vendor, the Contractor shall be responsible for upgrading and supporting it.
- 2.7.10 Coordinate all State CAD/RMS/AVL/AFR project-related activities through the State CAD/RMS/AVL/AFR Interoperability PM.
- 2.7.11 Provide and install an operational version of the State CAD/RMS/AVL/AFR application software in a Development/Testing Environment. The installation will be performed jointly by the Contractor and the State.
- 2.7.12 Provide to the State all SDLC project documentation throughout the project lifecycle. The Contractor shall be responsible for all documentation updates.
- 2.7.13 Through established SDLC, formally document all project planning approved by the State's Interoperability Project Management Office prior to moving forward with the post-planning phases of the project.
- 2.7.14 Have the capability to remotely monitor all hardware and software for error/failure notifications.

- 2.7.15 Request approval for the use of any software during the Contract before being activated. The State must give prior written approval for the software used, and the method of the secured technical environment prior to this capability being activated. This includes software to be deployed as part of or in addition to the Core System as well as for the purpose of project execution.
- 2.7.16 Ensure that any Contractor employees with system and application development duties are separate and distinct from Contractor employees with security administrators.
- 2.7.17 Routine Travel is travel within a 50-mile radius of agency's base location, as identified in the TORFP, or the Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the contractor's facility.

Non-routine travel is travel beyond the 50-mile radius of agency's base location, as identified in the TORFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be identified within a task order agreement, if appropriate, and will be reimbursed according to the State's travel regulations and reimbursement rates (in effect at the time that travel occurs), which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel will not be reimbursed. The Contractor may bill for labor hours expended in traveling by automobile beyond the identified 50-mile radius.

- 2.7.18 Any materials provided by the Contractor can only be approved for cost. No additional fees or markups shall be allowed. The Contractor shall provide all invoices for materials.

## **2.8 Contractor Security Requirements**

- 2.8.1 All Contractor personnel shall exercise due diligence in carrying out the State and stakeholder agency security policies, laws, and regulations while working on State CAD/RMS/AVL/AFR.
- 2.8.2 The Contractor shall integrate the State IT Security Certification and Accreditation process into the State CAD/RMS/AVL/AFR product-customization process. The process is available at: [www.doit.maryland.gov/](http://www.doit.maryland.gov/) (Search Keyword: Security)
- 2.8.3 Authorized Contractor IT staff shall have the ability to connect to the State Core System site locations via remote access privileges into the State network and/or State CAD/RMS/AVL/AFR system via RSA Token Application provided by the State or other through other secured authorized methods.
- 2.8.4 The Contractor shall adhere to all federal, state and individual stakeholder IT security policies and shall comply with all subsequent revisions.
- 2.8.5 In the event of a security incident or suspected security incident, Contractor staff and users shall notify the Contractor's Help Desk. The Contractor's Help Desk will in turn notify the State's CAD/RMS Help Desk, who will then notify the State's Chief Information Security Officer or designate for investigation.
- 2.8.6 The Contractor shall cooperate fully in all security incident investigations.
- 2.8.7 Access rights of a Contractor employee will be updated with 24 hours of notification to the State of a change in status.
- 2.8.8 The Contractor shall comply with and adhere to the State of Maryland "Information Technology Security Policy and Standards". Current and revised versions of the security policy are available on-line at: [www.doit.maryland.gov.](http://www.doit.maryland.gov/) (Search Keyword: Security Policy)
- 2.8.9 The Contractor shall not connect any Contractor-owned equipment to any State or stakeholder agency LAN/WAN without prior written approval by the State or stakeholder agency.
- 2.8.10 The Contractor shall complete all required paperwork for security access to sign on at the State's web site if access is needed to the State's LAN/WAN, as directed and coordinated with the State's Interoperability PM or the CM.
- 2.8.11 All security requirements pertaining to CJIS shall refer to Maryland State Police guidelines on CJIS.
- 2.8.12 The Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check may be performed by a public or private entity.

This background check must have been performed within the last 6 months. The Contractor may be asked to provide a current background check at any time for any employee over the life of the contract.

- 2.8.13 A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services. It is incumbent upon the Contractor to immediately notify the State of any changes in the employee's criminal background status.
- 2.8.14 The CJIS criminal record check of each employee who will work on stakeholder 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:
- A) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - B) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - C) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - D) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - E) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - F) a crime of violence as defined in CL § 14-101(a).

- 2.8.15 An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- 2.8.16 The Contractor shall adhere to all security requirements herein, including those in force by an individual stakeholder agency which may be more restrictive than State or federal security requirements.
- 2.8.17 At any time, Contractor project team members, inclusive of sub-contractors, shall consent to a polygraph if requested by the State.
- 2.8.18 Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.
- 2.8.19 All Contractor personnel shall be monitored throughout the life cycle of this project and shall consent to such monitoring.
- 2.8.20 Detection of any unlawful conduct will be referred to law enforcement officials.
- 2.8.21 Prior to accessing the system, all Contractor personnel must go through a background screening.
- 2.8.22 In order to access the State's network, the Contractor shall submit an Operator Certification and Logon ID Application Form to the State Interoperability PM who will then submit the form to the State account administrator. Upon receipt and verification of the user, the State account administrator will process the access request into a user-tracking database to generate a user ID and password.
- 2.8.23 The Contractor security administrators shall be responsible for system staff access, application staff access, user access, log reviews, and audit trails, which shall be provided to the State upon request
- 2.8.24 The Contractor shall be responsible for implementing a process for authorized employees to access the State CAD/RMS/AVL/AFR application, which must be approved by the State.
- 2.8.25 In the event that any authorized Contractor employee no longer requires access to the State CAD/RMS/AVL/AFR, the Contractor must submit a Logon ID Maintenance Form to the State site security coordinator.
- 2.8.26 The Contractor will be responsible for verifying the list of authorized employees on a monthly basis.

- 2.8.27 All Contractor employees assigned to State CAD/RMS/AVL/AFR will be required to go through the State's Security Awareness Training program prior to network access.
- 2.8.28 The Contractor must fully cooperate in all security incident investigations.
- 2.8.29 Situations that require Contractor employees to make "on site" visitations will need to be planned and coordinated with the State's staff in order to provide State supervision.
- 2.8.30 Any individual who is an employee or agent of the Contractor or any Subcontractor shall display his or her company badges at all times while on State premises.
- 2.8.31 Each Contractor employee or agent making a site visit shall, upon request of State personnel, provide additional photo identification.
- 2.8.32 The Contractor, its employees and agents and subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access will be necessary.
- 2.8.33 At the State's request, it shall be required of the Contractor that each person entering the premises document an inventory of tools, equipment, etc. being brought onto the site, and submit to a physical search of his or her person.
- 2.8.34 Each agency may impose more restrictive conditions regarding the nature of prior criminal convictions that shall result in an employee of the Contractor not being permitted to work on that agency's premises.
- 2.8.35 The Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection.
- 2.8.36 Before leaving the site, the Contractor's personnel shall again present the inventory list and the tools or equipment for inspection.
- 2.8.37 At all times, at any facility, the Contractor's personnel shall ensure cooperation with State site requirements to include being prepared to be escorted at all times, and providing information for obtaining a badge and wearing the badge in a visual location at all times.

## **2.9 Project Management Services (Core System)**

- 2.9.1 General:

2.9.1.1 The Contractor shall assess and recommend the most feasible location to host the primary and secondary site for the production environment.

2.9.1.2 The Contractor shall recommend, install and configure a project team collaboration tool (project deliverable) for use by the State and the Contractor. The site shall include at a minimum, tools for:

2.9.1.2.1 Scheduling

2.9.1.2.2 Notifying project participants of scheduled events

2.9.1.2.3 Automatic configurable notification of upcoming deliverables and tasks

2.9.1.2.4 Document repository tools with versioning capability

2.9.1.2.5 Messaging among project participants including both Contractor and State staff.

2.9.1.3 The Contractor shall provide a Project Management Plan (PMP) (Project Deliverable) including at a minimum:

- Project Description
- Project Development Strategy
- Work Breakdown Structure
- Project Schedule shall:
  - Be provided in Microsoft Project 2003 or higher
  - Outline each key phase and associated deliverables
  - Outline all State assignments required to make the project successful
- Project Resources
- Problem Resolution
- Change Management Plan that at a minimum:
  - Addresses Change Management of the Core System development and follow-on task orders.
  - Incorporates any stakeholder agency specific change management methodologies
  - Includes Statewide change management processes for scope control
- Communication Plan that:
  - Outlines weekly progress/status reporting
  - Outlines weekly progress/status meetings and meeting minutes
  - Outlines all design review meetings and meeting minutes
  - Standards and formats for communication
- Security Items/Tasks
- Version Description Document identifying 'historical versioning' and the tool used for configuration management control

2.9.1.4 The Contractor shall provide a Project Implementation Plan and Baseline Schedule (PIPBS) (Project Deliverable) which describes how the system will be deployed, installed and transitioned into an operational system. This plan at a minimum will include the following:

- Overview of the system

- Brief description of the major tasks involved
- Overall resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel)
- Any site-specific implementation requirements
- Timing for significant events and all deliverables in RFP Section 2.16.

2.9.1.5 System Architecture Configuration Document/Diagram and Hardware Listings (project deliverable): These documents shall be patterned after the Contractor's response to the RFP as described in RFP Sections 3.4.2.4.2 and 3.4.2.4.3.

- Production Environment – Hardware and software on which the production version of the system is to be run.
- Disaster Recovery Environment – Hardware and software onto which the system will automatically failover in the event of a production environment failure.
- Development/Testing Environment – Hardware and software on which a full system development and testing environment can be hosted for use by both the Contractor and the State.
- Training Environment – Hardware and software needed to have a segregated environment for performing system training and not cause production system resources to be expended in the process.
- Reporting Environment – Hardware and software needed to perform reporting by all agencies, which will not affect the performance of the production environment.

Upon award, the Contractor shall purchase and install the hardware.

2.9.1.6 The Contractor shall provide a Training Plan (TP)(project deliverable) that outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new system. This plan at a minimum will include the following:

- Activities needed to support the development of training materials.
- Coordination of training schedules
- Reservation of personnel and facilities
- Planning for training needs (Include the target audiences and topics on which training must be conducted)
- Format of the training program. (Include the list of topics to be covered, materials, time, space requirements, and proposed schedules)
- Discuss QA in terms of testing, course evaluation, feedback, and course modification/enhancement

2.9.1.7 The Contractor shall provide a System Engineering Management Plan (SEMP)(project deliverable) providing a top-level technical plan describing the management process necessary to ensure that all components are fully compliant



with all agreed-upon requirements and standards. The SEMP shall, at a minimum, include the following:

- Detailed scope definition
- Contracted software
- Communications protocol information
- System security and how it relates to the engineering activities

2.9.1.8 The Contractor shall provide a Quality Assurance Plan (QAP) (project deliverable) which shall, at a minimum, include the following:

- Quality assurance methodology
- Best Practices associated with implementing a system of this magnitude
- Procedures and tools that will be used to ensure delivery of quality products to Maryland
- Defined roles for the State relating to the quality review of deliverables
- Sample “Test Plan” documentation that the vendor has utilized successfully during previous installations
- Sample “Test Scripts” documentation that the vendor has utilized successfully during previous installations
- Sample “Test Results” documentation that the vendor has utilized successfully during previous installations

2.9.1.9 The Contractor shall provide a Configuration Management Plan (CMP) (project deliverable) which shall, at a minimum, include the implementation of the Core System and the various stakeholder agency customization sub-projects.

2.9.1.10 The Contractor shall provide a Subcontractor Management Plan (SUBCP) (project deliverable) for each subcontractor employed by the Contractor. The plan shall, at a minimum, include the following:

- Contractor/Subcontractor working relationship
- Project Requirements
- Tools and procedures that will be used to manage the Subcontractor(s)
- Approach to problem resolution
- Corrective action approach for missed deliverables

2.9.1.11 The Contractor shall provide a Risk Management Plan (RMP) (project deliverable). The plan shall, at a minimum, include the following:

- Description of the Contractor’s approach to managing risk
- Outline of tools and procedures used to identify, assess, mitigate and report risks throughout the project
- A risk priority assessment

2.9.1.12 The Contractor shall provide a Detailed System Design Document (DSD) (project deliverable): Upon approval by the State of the Detailed Gap Analysis Report and Implementation Plan, the Design of the State CAD/RMS/AVL/AFR will commence. The Contractor shall work with the State to develop the required workflow diagrams and produce the State CAD/RMS/AVL/AFR System Design Document. The State CAD/RMS/AVL/AFR System Design Document will provide the following at a minimum for each system component:

- A classification of each component (i.e. subsystem, module, class, package, function, file, etc.)
- Component Definition - specific purpose and semantic meaning of the component
- Component Responsibilities - The primary responsibilities and/or behavior of this component
- Component Constraints - Any relevant assumptions, limitations, or constraints for this component
- Component Composition - A description of the use and meaning of the subcomponents that are part of this component
- Resources - A description of any and all resources that are managed, affected, or needed by this entity
- Processing - A description of precisely how this component goes about performing the duties necessary to fulfill its responsibilities (i.e. algorithms used, changes of state, handling of exception conditions, etc.)
- Interfaces/Exports - The set of services (resources, data, types, constants, subroutines, and exceptions) that are:
  - A) Provided by each component
  - Or
  - B) Required by each component.

2.9.1.13 The Contractor shall provide a Maintenance and Operations Manual (project deliverable) which at a minimum includes the following:

- Network/System Diagrams
- Technical Specifications for All Software Components
- Interface Specifications
- Required regular maintenance
- Product Update (Bug Fix Release) Mechanism and Process
- Application Software Monitoring (i.e., error logging, severity, escalation and notification)
- Application Programming Interface (API)

2.9.1.14 The Contractor shall provide a State CAD/RMS/AVL/AFR Systems Administration Guide (project deliverable) which shall at a minimum, include the following:

- Network/System diagrams
- Technical and function specification for software
- Troubleshooting criteria and procedures
- Required regular maintenance procedures
- Restart and recovery procedures
- Application software monitoring and alerting tools
- Interface specifications
- Backup and restore procedures
- Scheduled process and scripts for batch jobs
- Data extraction/sharing requirements
- Installation procedures
- Resource requirements
- Release notes

2.9.1.15 The State CAD/RMS/AVL/AFR User Guide (project deliverable) developed in conjunction with the State. The User Guide is a “How To” manual which navigates the user in detail through the use of the application. This document usually contains system screen shots and provides step by step instructions for completing tasks and activities. It is written on a business level with the needs of the user in mind. At a minimum the document should contain the following content:

- Introduction
- Summary of the application
- Glossary (Definitions/Acronyms)
- Procedures (Step-by Step instructions on how to use the system)
- Troubleshooting tips
- Customizing Views
- How to Print Reports
- How to Submit Defect Reports
- How to Use Help
- Accessibility

2.9.1.16 The Contractor shall provide a Data Dictionary (DD)(project deliverable) to include the following:

- Tag Name
- Attributes
- Text Explanation of the Data Field
- Entity Relationship
- Key Field Indicator

2.9.1.17 Interface Control Documents (ICD) (project deliverable) for each of the identified interfaces. An interface control document describes the relationship between two components of a system in terms of data items and messages passed, protocols

observed, and timing and sequencing of events. The document shall include the following:

- Interface Description
- Design Approach
- Inputs/Outputs
- Dataflow Diagram
- Field/Mapping Mapping

2.9.1.18 Through the SDLC phases of the project, and as required, the Contractor shall provide updates to the following plans:

- Project Management Plan (PMP)
- Systems Engineering Management Plan (SEMP)
- Quality Assurance Plan (QAP)
- Subcontract Management Plan (SUBCP)
- Risk Management Plan (RMP)
- Training Plan (TP)
- Program Implementation Plan and Baseline Schedule (PIPBS)
- Detailed System Design Document (DSD)
- Data Dictionary (DD)

2.9.2 Progress Reporting: The Contractor shall provide the following reports:

2.9.2.1 Weekly progress status reports must be delivered to the State's Interoperability PM no later than 5:00 pm EST every Friday through the lifecycle of the State CAD/RMS/AVL/AFR project. The status report shall include:

- Current status of the project
- Tasks completed throughout the preceding week
- Tasks currently not completed
- Issue log with action items and due dates

2.9.2.2 Monthly progress reports shall be delivered no later than 5:00 pm EST on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> is not a business day the report shall be delivered on the next following business day. Monthly reports must include:

- An outline and roll up of the events from each week through the preceding month
- A complete monthly risk assessment clearly identifying any new or updated risks associated with project

2.9.2.3 The Contractor shall participate in weekly team status meetings to provide a status of the project and any identified issues and risks associated with the project. If

necessary, the Contractor's PM can teleconference into these meetings but is required to participate in person at the State's location at least once monthly.

## **2.10 Disaster Recovery Requirements – Core System**

### 2.10.1 Disaster Recovery:

- 2.10.1.1 State General Requirements For CAD/RMS/AVL/AFR System Disaster Recovery: The Contractor shall provide the hardware and software for a disaster recovery system to be implemented at a State-designated offsite location. A well-defined Disaster Recovery Plan needs to be in place to ensure the State loses no data during a disaster and is up and running at production environment capacity within five minutes of a disaster. The System must have a method in place for failover to an offsite location. This should include replication of the data and the recovery method for the workflow transactions that were in progress at the time of the failure. The replication process for the Disaster Recovery would function in an Active/Active method - i.e. - Transactions from the system would be written to one or more locations (for example, the production system, the Disaster Recovery site, a Reporting system, etc.) This would minimize any data loss due to the primary system site being unavailable.
- 2.10.1.2 In the event of an actual disaster, the State is responsible for the execution of the CAD/RMS/AVL/AFR Disaster Recovery Plan.
- 2.10.1.3 The Contractor shall provide the technical and business support as requested by the State for all Disaster Recovery planning, implementation, training, and testing support for the CAD/RMS/AVL/AFR software application.
- 2.10.1.4 Disaster Recovery Hardware Configuration Document (project deliverable): The Contractor shall provide the Disaster Recovery hardware system requirements for use at the Disaster Recovery site that will allow the State to operate at a production environment capacity.
- 2.10.1.5 The Contractor shall provide a method of data replication that offers “real-time replication”.
- 2.10.1.6 Disaster Recovery Plan (project deliverable): The Contractor shall provide the State with a single, detailed Disaster Recovery Plan addressing the needs of the State. The Contractor shall work with State CAD/RMS/AVL/AFR Project team members to produce recommendations for the action steps and assigned area responsibility for their execution of these steps, which will appear in this Disaster Recovery Plan document. This plan shall cover a variety of likely disaster situations and may include various options for response based upon the type of disaster. This plan will also include the necessary steps and area responsibility needed to restore the CAD/RMS/AVL/AFR System operation back to “Pre-

Disaster” status. The CAD/RMS/AVL/AFR Disaster Recovery Plan will be delivered according to the due dates as defined in RFP Section 2.16, Project Deliverables. The Contractor-provided Disaster Recovery Plan shall contain the following elements at a minimum:

- Recommends a level of internal auditing and test plans for backup systems
- States test objectives
- Describes test methods and evaluation of test results
- Proposes an audit and test schedule.

2.10.1.7 Disaster Recovery Plan Test (project deliverable): The Contractor, with assistance from the State CAD/RMS/AVL/AFR Project Team Members, will successfully execute a test of the CAD/RMS/AVL/AFR Disaster Recovery Plan to include the restoration of the CAD/RMS/AVL/AFR System back to its pre-test status. This Disaster Recovery Test will be completed according to the due dates as they appear in RFP Section 2.16, Project Deliverables.

## 2.10.2 System Availability

The State requires a high availability system that operates on a continuous 24 x 7 x 365 basis. Outside of routine monthly system maintenance/downtime, the system shall meet an overall 99.99% availability. The State requires such a system to help protect the citizens of the State of Maryland. To this end, the State requires a system that needs no downtime. Downtime is any time period in which an operator of any workstation, either remote or host, cannot accomplish a work task due to a malfunction of the system.

## **2.11 Hardware Installation and Acceptance**

2.11.1 If the option to purchase hardware through the contract is exercised, the Contractor shall install, test and make fully operational all hardware products within 90 calendar days of receipt of a NTP and PO (project deliverable). Hardware installation shall not be considered complete until the services and equipment are accepted by the State.

2.11.2 A packing slip including the identification of the items shipped, quantities, State PO number and the number must accompany all shipments. Drop shipments must contain packing lists with the same information. All packages must have the PO number clearly marked on the outside of the item being shipped. Shipments received without a packing slip and/or PO number shown on the outside of the package may be refused by the State at the Contractor’s expense.

All items are to be delivered F.O.B. destination. Contractor shall be responsible for any loss and/or damages to any equipment before receipt of shipment by the State. All delivery instructions shall be designated on POs, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not

included on a PO prior to shipping, the Contractor must contact the State Point-of-Contact for delivery instructions.

2.11.3 Contractor shall also provide return authorization/asset recovery/exchange procedures in the event that a product has been damaged, deemed defective during shipment or incorrectly ordered.

2.11.4 Acceptance of hardware, if provided by the Contractor under the terms of the negotiated contract, by the State shall not occur until the Contractor has completed the following:

- The hardware has been unpacked, assembled and had the most current version of necessary operating system software and associated services installed.
- Following hardware installation by the Contractor, the same hardware will be made available for the State's data center staff to perform the manufacturer's specification testing standards.
- The hardware passes testing successfully as established per the applicable manufacturer's specification standards. These tests will be performed by the staff of the State's data center.
- Following successful completion of the established applicable manufacturer's specification standard tests, the hardware must be operational and available for use for a period of 30 consecutive calendar days.

2.11.5 On the 31st calendar day of the continuous operation of the stated hardware, the State CAD/RMS/AVL/AFR Contract Technical Officer will authorize payment of all Contractor invoices directly associated for this same hardware.

2.11.6 Any hardware, operating system software or associated services that have been determined to be defective or that fails to meet the terms of the Contract and applicable manufacturer specifications, may be rejected. Rejected hardware shall be replaced by the Contractor within seven calendar days (i.e. hardware rejected on May 10th must be replaced by May 17th). Rejected operating system software and/or associated services shall be re-installed by the Contractor starting within seven calendar days of being notified by the Contract Manager that any one of the items noted previously have been rejected. The State reserves the right to test any and all equipment or service as part of this Contract to determine if the manufacturer's specifications have been met.

2.11.7 The State requires a design review process and approval to confirm that the proposed software and hardware meet all defined user requirements prior to commencing software implementation. State employees will be involved in user testing and management will have testing oversight.

The selected Contractor will be required to develop a System Acceptance Plan for the Core System and each agency implementation provided. The Contractor shall

at a minimum, address the following items regarding system testing and acceptance in the System Acceptance Plan:

- a) How each of the functional specifications in the RFP will be tracked, documented and tested prior to final Core System acceptance.
- b) How any functionality not contained in the RFP but ultimately included in the System will be tested
- c) How integration of System and System Components will be verified
- d) How Contractor plans to verify and demonstrate the elimination of redundant data entry within the system and including all interfaces.
- e) Delineation of testing tasks between the State and Contractor personnel.
- f) Stress test parameters and processes.
- g) How much time has the Contractor allocated for system Acceptance Testing
- h) Hardware and/or software failover and restoration
- i) Redundancy and latency
- j) System backup
- k) Multiple security levels

## **2.12 Testing of Core System and Subsequent Agency Task Order Services**

Within the Test Plan as described in RFP Section 2.12.10, the Contractor shall provide the testing methodology and timeline to incorporate the following test types and scenarios:

- 2.12.1 Black Box Testing/Functional - This type of testing is used to check that the outputs of a program, given certain inputs, conform to the functional specification of the program. It performs testing based on previously understood requirements (or understood functionality), without knowledge of how the code executes.
- 2.12.2 System Level - testing conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements. Specific test types that will be executed as part of this activity include but are not limited to the following types:
  - Performance - varies load, volume and response times as defined by the requirements
  - Load - identifies the point(s) at which application software response time fails stated time frames
  - Sanity - A brief test of major functional elements of a piece of software to determine if it is basically operational



- 2.12.3 On-site assistance to the State during the System Level testing phase/processes.
- 2.12.4 Quality Assurance Integration (end-to-end) - Provide on-site assistance to the State during Functional and Incremental Integration and System Level Testing of the tailored State CAD/RMS/AVL/AFR software application.
- 2.12.5 On-site assistance to the State through the Quality Assurance Integration Testing (end-to-end), as required (tasks/assistance is defined in the QAP and the Implementation Plan).
- 2.12.6 Submit to the State the results of the Quality Assurance Testing process for the State CAD/RMS/AVL/AFR agency and Core System: (QA Test Summary Report: project deliverable).
- 2.12.7 Incremental Integration – tests and exercises the interfaces between the components and other identified State systems, ensuring distinct core components still work in accordance with customer requirements.
- 2.12.8 User Acceptance - a process to obtain confirmation from the State’s Subject Matter Experts (SMEs), through trial and review, that the system component process meets mutually agreed-upon requirements. Final User Acceptance Testing (UAT) is based on the specifications of the end-user. The State’s CAD/RMS/AVL/AFR Project Team will work with the Contractor to develop the acceptance criteria and the State will have final approval of acceptance criteria.
- 2.12.9 The purpose of the User Acceptance Testing process is to meet the following minimum objectives:
  - 2.12.9.1 Validate the system is set-up for transactions and user access;
  - 2.12.9.2 Confirm the use of system in performing business processes;
  - 2.12.9.3 Confirm integrity of business process, data, services, security, and end-products;  
and
  - 2.12.9.4 Verify all requirements of the RFP and system specifications as stated in the Contractor’s response to the RFP Attachment G - Functional and Technical Requirements have been met.
- 2.12.10 The State’s Quality Assurance Management unit shall receive all test documentation. This documentation includes both Test Planning documents and all Test Results documents. The Quality Assurance Management Director or designee shall sign off on their formal approval of the provided test documentation.
- 2.12.11 Testing support as previously determined and agreed to during the initial planning period (RFP Section 2.10.1.3). The level and extent of testing support will be

reviewed for each agency implementation and shall be adjusted according to specific agency requirements.

2.12.12 Software Receipt and Acceptance Criteria Process:

2.12.12.1 The Contractor shall provide all State CAD/RMS/AVL/AFR software deliverables upon completion to the State's CAD/RMS/AVL/AFR PM for review, testing, and acceptance.

2.12.12.2 The Contractor shall record such delivery in a Delivery Confirmation Log (project deliverable) document which will contain the following elements at a minimum:

- Description of the nature and condition of the deliverables
- The medium of delivery
- The date of their delivery

The State's CAD/RMS/AVL/AFR PM will countersign the Delivery Confirmation Log to indicate receipt of the contents described therein

2.12.12.3 The State's CAD/RMS/AVL/AFR PM will notify the State's Quality Assurance Management to commence acceptance testing or reviews following receipt of deliverables.

2.12.12.4 Upon successful completion of such testing, the State's CAD/RMS/AVL/AFR PM will issue to the Contractor formal notice of acceptance or rejection of the deliverables in writing.

2.12.12.5 In the event of rejection, the Contractor and the State CAD/RMS/AVL/AFR PM will jointly develop a plan of the necessary corrective action(s) and associated time frames.

**2.13 Performance Period for Acceptance – Core System Software Application**

2.13.1 The Performance Period for Acceptance shall begin after:

- Installation of the State CAD/RMS/AVL/AFR application software in the Production Environment.
- Disaster Recovery Environment is installed, configured and operational
- Successful completion of User Acceptance Testing (as defined in RFP Section 2.12.8)

- 2.13.2 The duration for the Performance Period for Acceptance shall be 30 calendar days.
- 2.13.3 In order to be successful the Performance Period for Acceptance will meet the system availability requirement of 99.99% or greater.
- 2.13.4 The State's CAD/RMS/AVL/AFR PM will issue to the Contractor formal notice of completion or failure of the Performance Period for Acceptance in writing. The Contractor will then re-enter the Performance Period for Acceptance for an additional 30 day period and repeat if necessary until successful.

## **2.14 Post Implementation Warranty**

- 2.14.1 If the State exercises the option to purchase hardware from the Contractor, the Contractor shall provide, a three year manufacturer's extended warranty on all hardware and operating software for the Core System. For the purposes of generic description this level of extended warranty within the hardware / software manufacture industry is typically referred to as Gold Level warranty. The selection and purchase of the warranty to be placed in force for all hardware and operating software must have prior written approval of the State's CAD/RMS/AVL/AFR PM.
- 2.14.2 The Contractor must provide a minimum of a one year warranty on all application software provided (excluding operating system software). The warranty period begins after the State provides formal notice of the successful completion of the Performance Period for Acceptance (Refer to RFP Section 2.13, Performance Period for Acceptance – Software Application) for all implemented software in the Production Environment (Refer to RFP Section 2.9.1.5, System Architecture Configuration Document).
- 2.14.3 The Contractor shall provide a warranty on all CAD/RMS/AVL/AFR software through the end of the base period of the Contract. After the Contract base period, CAD/RMS/AVL/AFR software system support shall be provided via purchased maintenance.
- 2.14.4 All defective items for both hardware and software replaced under the warranty must be done so at no additional cost to the State.

## **2.15 Core System Operations and Maintenance**

- 2.15.1 The State's helpdesk will provide level 1 (level 1 = initial contact) user support. Issues that cannot be resolved via the State's helpdesk will be forwarded to the Contractor's helpdesk.

- 2.15.2 Maintenance services shall be available on-call 24x7x365 with a 15-minute response time from receipt of call. For production issues, on-site support must be available within twenty four (24) hours.
- 2.15.3 Contractor shall comply with the State's Change Management Process for testing and implementing system related changes into the production environment. This process consists of thorough system testing in the Development/Testing Environment. Following acceptance and test, the system may be loaded into the Production Environment.
- 2.15.4 Level of Support: Contractors shall provide hardware and software support services for maintenance under the proposed extended maintenance services. The services proposed by the Contractor must include but are not limited to the following issues:
  - 2.15.4.1 Help Desk Services: Help Desk services are essential for supporting servers, software applications, and other related hardware and software included in the proposed solution. The State requires 24/7 availability of Contractor Help Desk services by phone.
  - 2.15.4.2 Installation, Verification and Validation (IV&V): The Contractor is required to provide on-site support during testing phases of new releases of software and hardware.
  - 2.15.4.3 Software Defects: The Contractor is required to provide resolution to all confirmed software defects within 30 days or a negotiated time period.
  - 2.15.4.4 Upgrade Support: The Contractor must offer, for the full term of the maintenance agreement, support of the proposed State CAD/RMS/AVL/AFR system to ensure continued operation during and after hardware upgrades and implementation of new releases of all software covered under the maintenance agreement.
  - 2.15.4.5 Updates: The Contractor must provide updates to the software as they become available at no additional cost to the State.
  - 2.15.4.6 VPN Connectivity: The proposed system shall support remote access via a VPN connection for diagnostics and system maintenance. The State will work with the Contractor to install any other secured method that the State may implement or authorize during the period of the maintenance Contract.
  - 2.15.4.7 All of the above services shall be addressed in a Service Level Agreement (SLA) (project deliverable) the Contractor provides to the Contract Manager no later than 30 calendar days after execution of the Contract. The SLA shall address warranty service and purchased maintenance services as described in this RFP. The SLA shall be substantially the same as the SLA submitted with the Contractor's proposal in response to RFP Section 3.4.2.9. Any changes to the

version submitted in the Contractor's proposal must be approved by the Contract Manager.

- 2.15.5 The Contractor's technical and business support for Help Desk and Problem Resolution shall include but not be limited to application/server side troubleshooting. See RFP Section 2.6 for State Responsibilities.
- 2.15.6 System support includes new versions and/or updates as required for all associated State CAD/RMS/AVL/AFR Core System documentation.
- 2.15.7 Through system support the Contractor ensures that the State CAD/RMS/AVL/AFR Core System shall remain compatible with the current and future State operating system software or any third party software used in direct association with the State CAD/RMS/AVL/AFR System to perform the State's business functions.
- 2.15.8 System support includes State CAD/RMS/AVL/AFR System software updates and modifications as required as a matter of federal law and or regulation in connection with the State's compliance standards.

**2.16 Project Deliverables**

The following table identifies the items to be delivered to the State. Items are categorized by project phase. Reference to each deliverable is provided in both this Statement of Work (SOW) (RFP Section 2) and the CAD/RMS/AVL/AFR functional and technical requirements found in the RFP, Attachment G - Functional and Technical Requirements. The Contractor's ability to invoice will be measured against the completion of written and accepted deliverables.

The State required milestones and deliverables for Core System implementation are defined below. Within each task the Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. Deliverable Expected Completion Dates specified as NTP + Day(s) (e.g. NTP + 60 Days) are due as a final deliverable no later than the last business day of the month. For example, an NTP is issued on June 1, 2010 for a deliverable with an Expected Completion date specified as NTP + 60. Because the last day of the second month falls on a Sunday, the deliverable Expected Completion date is July 30, 2010.

| Project Phase | Deliverable No. | Deliverable Title  | Deliverable Item No. | Due Date |
|---------------|-----------------|--|----------------------|----------|
| Planning      |                 | <b>Contract NTP</b>  |                      |          |
|               | 1               | Contractor Software w/ Service Level Agreement (SLA)                           | 2.15.4.7             | NTP + 30 |
|               | 2               | Project Team Collaboration Tool  | 2.9.1.2              | *        |
|               | 3               | System Architecture Configuration Documentation / Diagram and Hardware Listing | 2.9.1.5              | NTP + 60 |
|               | 4               | COTS Application Test System   | 2.5.1.2              | *        |
|               |                 | SDLC Planning Phase and Related Documents                                      |                      |          |

|  |    |  |                    |          |
|--|----|--|--------------------|----------|
|  | 5  | Project Management Plan (PMP)  | 2.5.1.1            | *        |
|  | 6  | System Engineering Management Plan (SEMP)                                | 2.9.1.7            | *        |
|  | 7  | Quality Assurance Plan (QAP)   | 2.9.1.8            | *        |
|  | 8  | Configuration Management Plan (CMP)                                      | 2.9.1.9            | *        |
|  | 9  | SubContractor Management Plan (SUBCP)                                    | 2.9.1.10           | *        |
|  | 10 | Risk Management Plan (RMP)   | 2.9.1.11           | *        |
|  | 11 | Training Plan (TP)   | 2.9.1.6            | *        |
|  | 12 | Disaster Recovery Hardware Configuration Document                        | 2.10.1.4           | *        |
|  | 13 | Disaster Recovery Plan   | 2.10.1.6           | *        |
|  | 14 | Disaster Recovery Plan Test  | 2.10.1.7           | *        |
|  | 15 | Detailed GAP Analysis Report (Core System)                               | 2.5.1.4            | *        |
|  | 16 | Requirements Traceability Matrix Report (RTM) (Core System)              | 2.5.1.5            | *        |
|  | 17 | Interface Control Documents (ICD)  | 2.9.1.17           | *        |
|  | 18 | Progress Reporting (Weekly & Monthly Reports)                            | 2.9.2              | *        |
|  | 19 | Project Implementation Plan & Baseline Schedule (PIPBS)                  | 2.5.1.6            | NTP + 30 |
|  | 20 | Hardware Installation and Acceptance                                     | 2.11               | NTP + 90 |
|  | 21 | Quality Assurance Test Summary Report                                    | 2.12.6             | *        |
|  | 22 | Delivery Confirmation Log  | 2.12.12.2          | *        |
| <b>Design/<br/>Configura-<br/>tion</b> |    | <b>Phase NTP</b>   |                    |          |
|  | 23 | Update Project Implementation Plan & Baseline Schedule (PIPBS)           | 2.5.2.3            | NTP + 30 |
|  | 24 | Detailed System Design (DSD) Document                                    | 2.5.1.7            | NTP + 60 |
|  | 25 | Requirements Traceability Matrix (RTM)                                   | 2.4.2.5            | *        |
|  | 26 | System Security Plan   | 2.5.1.3            | *        |
|  | 27 | Data Dictionary (DD)   | 2.9.1.16           | *        |
| <b>Development</b>                     |    | <b>Phase NTP</b>   |                    |          |
|  | 28 | Delivered CAD/RMS/AVL/AFR Core Software with Configuration/Customization |                    | "        |
|  | 29 | Train-the-Trainer Training Solution and Documentation                    | 2.17.6 /<br>2.17.7 | *        |
|  | 30 | Systems Administrator Training/Materials                                 | 2.17.5             | *        |
|  | 31 | Maintenance and Operations Manual  | 2.9.1.13           | *        |
|  | 32 | Systems Administration Guide   | 2.9.1.14           | *        |
|  | 33 | User Guide   | 2.9.1.15           | *        |

Note: The asterisk (\*) denotes the dates submitted in the Contractor's PIPBS required by RFP Section 2.5.1.6. Accordingly, the Contractor's PIPBS shall have each of the 34 deliverables specified above in its submitted document. Because deliverable due dates are dependent upon the State's declaration of a Notice to Proceed (NTP), the PIPBS timing shall be expressed in terms of NTP + X calendar days.

Submit to the State all milestone reporting and/or documentation and deliverables via email in MS Word 2003 version or higher.

## 2.16.1 Deliverable Submission and Acceptance Process

2.16.1.1 For each written deliverable, draft and final, the Contractor shall submit to the Project Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2000.

2.16.1.2 Drafts of all final deliverables are required at least two weeks in advance of all final deliverable due dates. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- Be presented in a format appropriate for the subject matter and depth of discussion;
- Be organized in a manner that presents a logical flow of the deliverable's content;
- Represent factual information reasonably expected to have been known at the time of submittal;
- Present information that is relevant to the section of the deliverable being discussed;
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

2.16.1.3 Upon completion of a deliverable, the Contractor shall document each deliverable in final form to the State for acceptance. The Contractor shall memorialize such delivery in a State Receipt of Deliverable Form (Attachment O - Deliverables Submission Form). The State's Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

2.16.1.4 Upon receipt of a final deliverable, the State's Project Manager shall commence acceptance testing or review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the State shall issue to the Contractor notice of acceptance or rejection of the deliverables in a State Acceptance of Deliverable Form (Attachment P - Deliverables Acceptance Form). In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the State or the State has specifically issued in writing a waiver for conditional continuance of project tasks. Once all issues have been addressed and resolutions accepted by the State, the Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference RFP Section 2.21, Invoicing).

2.16.1.5 When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of the RFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion;
- Be organized in a manner that presents a logical flow of the deliverable's content;
- Represent factual information reasonably expected to have been known at the time of submittal;
- Present information that is relevant to the section of the deliverable being discussed.

## **2.17 Training**

Training services shall include technical training for State IT support staff and train-the-trainer type training for end-user groups. Actual training of end-users will be performed by others. Upon completion of the technical training, State IT staff shall be capable of assuming system integration responsibilities, and shall be equipped with the Contractor-provisioned application tools needed to make business process changes with Contractor advice.

During the State CAD/RMS/AVL/AFR Core System and implementation for each agency, the Contractor shall provide the following:

- 2.17.1 Training support as previously determined and agreed to during the initial planning period. The level and extent of training support will be reviewed for each agency implementation and shall be adjusted according to specific Functional User requirements.
- 2.17.2 Conduct a walk through of the User Guide with the State CAD/RMS/AVL/AFR Project Team.
- 2.17.3 Provide the State with electronic (on CD) copies of the Maintenance and Operations Manual (Refer to RFP Section 2.9.1.13), System Administration Guide (Refer to RFP Section 2.9.1.14, and User Guides (Refer to RFP Section 2.9.1.15).
- 2.17.4 Create a training schedule to include designated training locations in conjunction with the State CAD/RMS/AVL/AFR Project Team or other designated State training personnel. This training schedule is a sub-section of the State CAD/RMS/AVL/AFR Training Plan (TP) (Refer to RFP Section 2.9.1.6).
- 2.17.5 System Administrator Training/Materials (subsequent Business Level updates, project deliverable): Following the successful completion of each agency implementation, the CAD/RMS/AVL/AFR Systems Administration Guide and



associated training process/materials will be reviewed and updated as necessary and required for each agency that has been scheduled for development and implementation. The review of the CAD/RMS/AVL/AFR Systems Administration Guide will be accomplished jointly by the Contractor and the CAD/RMS/AVL/AFR Project Team. The necessary and required updating of the CAD/RMS/AVL/AFR Systems Administration Guide is the responsibility of the Contractor. If the CAD/RMS/AVL/AFR Systems Administration Guide is updated, this updated document will be submitted to the CAD/RMS/AVL/AFR PM and it will be maintained as part of the CAD/RMS/AVL/AFR project permanent documentation. The updated System Administrator Training sessions, necessary training materials and the CAD/RMS/AVL/AFR Systems Administration Guide will be scheduled and performed according to the due dates as they appear in RFP Section 2.16, Project Deliverables. If no adjustments are necessary as a result of the next agency implementation that these tasks will be formally noted as not being required by the State's CAD/RMS/AVL/AFR PM.

- 2.17.6 Train the Trainer. Training services shall include technical training for State IT staff and train-the-trainer type training for end-user groups. Actual training of end-users will be performed by others. The State individuals identified to attend the "Train-The-Trainer" session will be individuals from each stakeholder agency who will have the ultimate responsibility of performing the actual "End-User" training sessions for the CAD/RMS/AVL/AFR System.
- 2.17.7 Training documentation shall be in plain English with hard copy and electronic CD-ROM copy in MS Word 2003 format unless otherwise directed by the State coordinator.

## **2.18 Task Orders**

- 2.18.1 Task Orders shall be released by agencies wishing to integrate with the CAD/RMS/AVL/AFR.
- 2.18.2 Attachment I - Sample Task Order Form is a sample task order form to be used by issuing stakeholder agencies.
- 2.18.3 Attachment J - Task Order Procedures is the procedures for issuing a task order against the contract.
- 2.18.4 The Contractor will update any and all project artifacts as needed, as specified in this RFP and as required by the task order.

## 2.19 Labor Categories and Qualifications

2.19.1 The following section describes the labor categories to be provided under this RFP. These labor categories shall be used by the Contractor when proposing to agency task orders.

### 2.19.1.1 Program Manager

Duties: The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree and/or professional project management certification is preferred.

General Experience: At least twelve (12) years of experience in program or project management. At least eight (8) years of experience in supervision or oversight of IT related programs or projects. At the request of the State, the Program Manager shall provide writing samples including project management artifacts.

### 2.19.1.2 Project Manager (PM)

Duties: The PM is assigned the management of the State CAD/RMS/AVL/AFR project for the work performed under the Contract. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between the State and the Contractor. The PM is responsible for ensuring that work performed under the Contract is within scope, consistent with requirements, and delivered on time and on budget. The PM identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). The PM monitors issues and provides resolutions for up-to-date status reports. The PM demonstrates excellent writing and oral communications skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is required. Stakeholder agencies may require specific certification such as Project Management Institute PMP certification.

General Experience: At least ten (10) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects including CAD/RMS system implementation, and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget. At the request of the State, the Project Manager shall provide writing samples including project management artifacts.

### 2.19.1.3 Senior Systems Engineer

Duties: Must be able to analyze information requirements. Must be able to evaluate problems in workflow, organization, and planning. Develops appropriate corrective action. Provides daily supervision and direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have six (6) years of experience in systems engineering.

Specialized Experience: At least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

### 2.19.1.4 Database Manager

Duties: Must be capable of managing the development of database projects. Must be able to plan and budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Must be able to prepare and deliver presentations on DBMS concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: At least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

### 2.19.1.5 Senior Business Process Consultant (Public Safety Subject Matter Expert):

Duties: Develops business requirements and business processes re-engineering methodologies. Solves application and process related problems by creating detail process and system design specifications; and works with other areas across the Functional Units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across Functional Units and across IT functions. Resolves problems and improves Functional Units' technical environments.

Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.

General Experience: At least eight (8) years experience in business process re-engineering.

Specialized Experience: At least five (5) years of experience in reengineering large scale business processes that directly pertain to the operations of Public Safety / Corrections political jurisdictions.

#### 2.19.1.6 Applications Programmer:

Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: 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.

#### 2.19.1.7 System Integration Engineer:

Duties: Provide technical leadership for the development and implementation of all system interfaces. Coordinates interface design and development activities with the Project Manager. Responsible for validating all system interface requirements, as agreed upon in the contract. Facilitate collaboration regarding interface design and development with both internal and external resources (e.g., State stakeholder agencies, SubContractors, other).

Responsible for development of all technical specification and documentation related to design, development, and implementation of system interfaces. Coordinate Contractor's technical team that is responsible for design, development, and implementation of system interfaces.

Responsible for coordinating all interface testing with the Contractor's Project Manager and the State's Project Manager.

Responsible for providing the Contractor's Project Manager status reports on interface related activities, including progress, delays, issues, risks, and communication.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or

technical discipline; or three (3) years of equivalent experience in a related field (if the person does not have a Bachelor's Degree). A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of computer experience in information systems design.

#### 2.19.1.8 GIS Technician:

Duties: Performs systems analysis, design, programming, documentation, and implementation of complex GIS applications. Develops logical and physical geo-database designs; implements geo-databases, establishes recovery plans, and monitors geo-database performance. Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing simple spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems which may link parcel maps or orthophotos with environmental data, historic data, transportation data and health data to produce maps or quantify information about the impacts of features on parcel ownership. Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary lines. Act as a "consultant" to internal customers during their use, development and quality assessment of spatial databases.

Education: A Bachelor's Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 credit hours in courses specifically related to GIS operation/management. A Masters Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 undergraduate credit hours in courses specifically related to GIS operation/management is preferred.

Experience: A minimum of three (3) years of professional experience in GIS, cartography, CADD, or a related field.

#### 2.19.1.9 GIS Specialist:

Duties: Provide technical leadership for the development and implementation of all GIS related functionality and components. Responsible for planning, design, development, and implementation of GIS functionality for all provided systems. Coordinate Contractor's technical team that is responsible for GIS design, development, and implementation. Responsible for the collection and analysis of State-provided GIS information. Coordinate and manage collaboration among internal and external resources (e.g., State, Contractor, SubContractor, other). Responsible for the development of all technical specifications and documentation associated with GIS functionality and capabilities for the proposed systems. Responsible for coordinating all GIS testing activities with the Contractor's Project Manager and the State's Project Manager. Responsible for providing the Contractor's Project Manager status reports on GIS related activities, including progress, delays, issues, risks, and communication.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline; or three (3) years of equivalent experience in a related field (if the person does not have a Bachelor's Degree). A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience as a GIS engineer. Knowledge of computer equipment, and ability to develop complex software to satisfy design objectives. Must have a minimum of three (3) years of experience in the design, development, and implementation of GIS products and services for Public Safety agencies. Must have demonstrated experience in supporting GIS design, development, and implementation for multi-agency and multi-jurisdiction based projects. Must have demonstrated experience in developing, installing and managing ESRI ArcGIS Server applications. Must have a demonstrated understanding of XML, SQL, HTTP, and SSL.

#### 2.19.1.10 Account Manager:

Duties Responsible for handling all post implementation client (State) relations. This Account Manager will serve as the Contractor's primary POC between the State and the Contractor for account related matters. This would include all matters not covered under the normal technical support process or operations.

The responsibilities may include, but not be limited to, contract matters, pricing of additional products and services, enhancements or modification to the solution, or matters related to the escalation of support issues. The Account Manager will interact with the State's Interoperability Program Contracting Officer on a regular basis to ascertain client satisfaction. Frequency of these engagements shall be determined upon contract negotiations. Due to the size and complexity of this project, the State requires a single point of contact from the prime Contractor to facilitate all account management responsibilities.

Education: A Bachelor's Degree from an accredited college or university with a major in, Information Systems, Engineering, Business, or other related scientific, technical, or business discipline, or seven (7) years of equivalent experience in a related field (if the person does not have a Bachelor's Degree). A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in customer/client account services.

Specialized Experience: At least three (3) years experience supporting large municipal, County or State Public Safety or Government client. Demonstrated experience in providing superior customer account services, including communication, resolution, problem solving, business relationships, follow-up progress, and managing the client's needs and expectations. Strong detail-orientation and exceptional organizational skills are required. Thorough understanding of client environment (participating agencies' mission and operations).

#### 2.19.1.11 Subject Matter Expert:

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (7) years of experience.

Specialized Experience: At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

#### 2.19.1.12 Information Security Engineer:

Duties: Analyzes and defines security requirements for information protection. Defines and develops security policies. Analyzes the sensitivity of information, performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of eight (8) years of experience in information protection.

Specialized Experience: At least five (5) years of experience in defining security programs or processes for the protection of sensitive or classified information.

#### 2.19.1.13 Technical Writer/Editor:

Duties: Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.

Education: Associate's Degree in related field. A Bachelor's degree is preferred.

General Experience: A minimum of five (5) years of experience in this area.

Specialized Experience: At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

#### 2.19.1.14 Systems Architect:

Duties: Responsible for developing business, data, systems, and infrastructure models to develop enterprise architectures. Develops plans for migrating architectures. Develops technical reference models to include hardware/software standards. Engineer's integrated hardware and software solutions to meet mission requirements.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Information Systems or related field or three (3) years of equivalent experience in a related field. A Master's Degree in information technology is a plus.

General Experience: Experience performing architecture related work on at least five (5) IT systems.

Specialized Experience: Experience performing a significant role in all aspects of architecture related work on at least two (2) large IT systems.

#### 2.19.1.15 Testing Specialist:

Duties: Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in computer software development.

Specialized Experience: At least 2 years of software testing experience (integration and acceptance).

#### 2.19.1.16 Training Specialist/Instructor:

Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education: 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 other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in information systems development, training, or related fields.

Specialized Experience: At least 2 years of experience in developing and providing IT and end user training on computer hardware and application software.



#### 2.19.1.17 Data Security Specialist:

Duties: 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. Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies. 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. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives.

Education: Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least four (4) years of experience in data security.

Specialized Experience: Has worked independently or as part of a team under general supervision and coached more junior technical staff.

#### 2.19.1.18 Network Engineer:

Duties: Responsible for the design and implementation of large data communications or telecommunications networks. Plans and monitors the installation of communications circuits. Manage and monitor local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways) Conducts short and long-term plan to meet c communications requirements. Responsible for the design and implementation of LANs/WANs using hub switching and router technology. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Prepares tradeoff studies and evaluations for vendor equipment. Generates network monitoring/performance report, for LAN/WAN utilization studies. Recommends network design changes/enhancements for improved system availability and performance.

Education: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

General Experience: Nine years experience in a computer-related field.

Specialized Experience: Seven years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a client/server environment. Must be familiar with IT technology and long distance and local carrier management.

#### 2.19.1.19 Network Administrator:

Duties: Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Experience with cable/LAN

meters, protocol analyzers, SNMF and RMON based software products. Knowledge of Ethernet, FDDI and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Advanced knowledge of network operating systems. Modifies command language programs, network start up files, assigns/reassigns network device logicals, participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.

Education and other Requirements: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field, or two years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, should be certified as a network administrator for a specific network operating system as defined in the State task request. Certification criteria is determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

General Experience: Two years experience in a computer-related field.

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

#### 2.19.1.20 Network Technician:

Duties: Adds or exchanges externally connected PC accessories and data communications equipment. Troubleshoots LANs/WANs and provides problem resolution for PC and data communications hardware. Adds or replaces boards, batteries, disks drives, and other PC components. Installs cabling for networks such as LANs and WANs. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment. Works independently, may provide supervision and guidance to 2 or more network technicians.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical 'school certificate of completion in the data communications field including cable installation; or the equivalent military training. An additional year of specialized experience may be substituted for the required education.

General Experience: Seven years experience in a computer-related field.

Specialized Experience: Five years experience in the following areas: Installation, operation, and maintenance of data communication networks and devices.

#### 2.19.1.21 Quality Assurance Specialist:

Duties: Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. Examines and

evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. Develops quality standards.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience working with quality control methods and tools.

Specialized Experience: At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

#### 2.19.1.22 Telecommunications Engineer:

Duties: Responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

Education: Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: Three (3) to five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff.

#### 2.19.1.23 Telecommunications Systems Analyst:

Duties: Must be capable of planning, analysis, design, development, and maintenance of operations support systems used by telecommunications organizations. Must be capable of performing business systems planning, information planning, and analysis in support of telecommunications support functions, including billing, trouble ticket management, service order entry, and/or configuration management. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. Provides technical guidance in software engineering techniques and automated support tools.

Education: A Bachelor's Degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in engineering, systems analysis, design and programming.

Specialized Experience: At least two (2) years of experience in functional and data requirement analysis, systems analysis and design, programming, program design of billing, trouble ticket

management, service order entry, and/or configuration management systems supporting operations of large telecommunications support organizations.

#### 2.19.1.24 Wireless Systems Analyst:

Duties: Define and develop Key Performance Indicators to measure Quality of Service of wireless voice & data services and end-to-end applications that run on top of wireless data bearers. Design and develop post-processing engines that extract and transform raw low-level performance data into aggregate metrics; automate and parameterize the process for large scale processing in an efficient and timely manner; build-in QC check-points for end-to-end quality verification. Analyze, trouble-shoot, and investigate normal and abnormal use-cases for voice and data services; trace anomalies to corresponding impact on key metrics.

Education: Bachelor's degree in Electrical Engineering, Computer Science, or related discipline is required. Graduate degree in the same is preferred.

General Experience: Minimum of 4 years of direct experience in development for wireless devices or wireless network equipment is required.

Specialized Experience: Detailed in-depth understanding of wireless systems architecture, protocols, and standards is required. Detailed knowledge of key wireless applications and services, including Voice, SMS, MMS, WAP/HTTP, and Push-To-Talk (PTT) is desired. Strong technical ability, communication skills, and ability to quickly learn new technologies are required.

#### 2.19.1.25 Radio Frequency Engineer:

Duties: The RF Engineer position is responsible for several components of the new site construction process as well as monitoring and maintaining the performance of existing sites. The components of the new construction process include: creating a search area, selecting a site candidate, filing forms with the FAA and FCC, ordering the necessary site hardware, filing extension agreements with neighboring carriers and frequency / PN planning. This position is also responsible for RF coverage, radio talk-path capacity, and organizing the logistics of cell site additions. The position also assists with budget preparations and performance troubleshooting.

Education: Bachelor's Degree in Radio Engineering or Electrical Engineering or related field or equivalent vocational education, training, and experience with formal training in use of relevant administrative & industry specific tools (i.e. computer software and Internet).

Experience: Point-to-point microwave systems and path analysis is mandatory. The following skills are desirable: 1) effective communication skills, 2) willingness to work in a team environment, 3) planning/organizational skills, 4) goal orientation, and 5) experience in radio communications.

## 2.20 Retainage

2.20.1 Ten percent (10%) of each invoice value shall be held by the Agency as retainage. Disbursement of the total retainage shall be dependent upon, and occur 90 days

following, acceptance of all project deliverables for the Core System by the State and the Procurement Officer.

If the Contractor fails to meet the requirements as defined in the Statement of Work, (Section 2 of the RFP), or fails to meet agreed upon deliverable criteria, the Contractor shall rectify the performance problem or complete the specification to the State's satisfaction within 30 business days, or as directed by the State, at no cost to the State.

## **2.21 Invoicing**

- 2.21.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the State for each deliverable and include the following information: name and address of the State, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, retainage (if applicable) and the PO number(s) being billed. Deliverable ID number for which the invoice is submitted should also be included. Hardware manufacturer Serial Number, make and model should be included on invoices including those goods. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 2.21.2 Core system implementation invoices shall be posted on the project collaboration site as described in RFP Section 2.9.1.2. Task order invoicing shall be submitted with the same guidelines as described in this RFP and follow any additional procedures as outlined in the individual task order.
- 2.21.3 For each discrete Fixed Price Service deliverable the Contractor shall submit an invoice for each completed deliverable accepted by the State. There will be no partial payments made under this Contract.
- 2.21.4 For each invoice the Contractor shall:
  - 2.21.4.1 In addition to meeting the general invoice requirements above, provide the cumulative retainage amount for each discrete deliverable.
  - 2.21.4.2 Include a recap section detailing cumulative billings, to date, by deliverable and dollar total invoiced including the month for which the invoice was submitted, cumulative retainage to date by deliverable and a retainage total, including the month for which the invoice was submitted.

## **2.22 Source Code**

- 2.22.1 Contractor shall deliver two copies of each software source code and software source code documentation for all CAD/RMS/AVL/AFR source code, object code, design and architecture documentation, and data files either directly to:
- The State in a form acceptable to the State, or
  - To a State-approved escrow agent. The Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location that is located in the Baltimore/ Washington area of Maryland that is acceptable to the State.
- 2.22.2 The source code shall be stored on compact discs or other media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code. In addition, the Contractor shall provide the following:
- Name, address, and telephone number of the third party who acts as escrow agent, if applicable;
  - Source code escrow procedures;
  - Name, address, telephone number of party who audits escrow account;
  - Frequency of updates and maintenance of source code; and
  - Description of licensing arrangements and associated costs
- 2.22.3 The State shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the Contractor's solution. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source codes.

## **2.23 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment M entitled Living Wage Requirements for Service Contracts). If the Applicant fails to submit and complete the Affidavit of Agreement (see Attachment N entitled Living Wage Affidavit), the Location Commission may determine an Applicant's proposal to be unacceptable.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the required amount per hour as specified on the Department of Labor, Licensing and Regulation (“DLLR”) website at [www.dllr.maryland.gov](http://www.dllr.maryland.gov), if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Applicant shall pay each covered employee at least the required amount per hour as specified on the DLLR website. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

## SECTION 3 - PROPOSAL FORMAT

### 3.1 Two Part Submission

- 3.1.1 Offerors must submit proposals in two separate volumes:
- Volume I - TECHNICAL PROPOSAL
  - Volume II - FINANCIAL PROPOSAL

### 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in RFP Section 1.5).
- 3.2.2 An unbound original, so identified, and nine copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals, technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 3.3 Submission

- 3.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

### 3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in RFP Section 3.3, above, an unbound original, to be so labeled, nine paper copies and one electronic version shall be enclosed. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in



the same order as this RFP. This proposal organization shall allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

3.4.2.1 Title and Table of Contents: The technical proposal shall 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 for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**

3.4.2.2 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A - The State’s Contract), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to The State’s terms and conditions, the Executive Summary should so state.

3.4.2.3 Software Functional Matching.

3.4.2.3.1 The Offeror shall fill out and submit the RFP Attachment G (Functional and Technical Requirements) to reflect those requirements that can be met with the COTS software out of the box, those areas where third party software will meet the requirement, those areas requiring configuration, those areas requiring customization and finally, any comments or explanations that are necessary. Follow the instructions to submit required data as explained in Attachment G - Functional and Technical Requirements.

3.4.2.4 Offeror Technical Response to RFP Requirements:

3.4.2.4.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall

not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the State's needs.

3.4.2.4.2 System Architecture. The Offeror shall provide a draft architecture document and diagrams that conform to the requirements of the RFP Section 2.9.1.5. The architecture and configuration shall be detailed for each of the following environments. The Production Environment shall operate in a primary and secondary site in complete redundancy. Provide a graphic illustration to show hardware configurations for each environment. If additional/other environments are recommended, describe their respective hardware configurations as well.

- Production Environment
- Disaster Recovery Environment
- Development/Testing Environment
- Training Environment
- Reporting Environment

3.4.2.4.3 Hardware Requirements. The hardware proposal detail will include a list of all hardware necessary to support each environment in RFP Section 3.4.2.4.3. Assume each person requiring access to the system has a work station. Describe the need, to include hardware manufacturer's name, item nomenclature, model number, specification and quantity, for any element necessary to maintain the application at peak operational efficiency and availability. For external storage, describe the technology/methodology.

3.4.2.4.4 Software Operations and Functional Descriptions. Provide a narrative of the system software operation for the following activities and functions (use screen captures to illustrate the software operation):

- Offerers shall include their recommended long-term storage configuration in the proposal.
- Offerers shall specifically address in the technical proposals:
  - The set of system functions accessible via the command line mode and explain the operation of the proposed CAD system's command line mode. The Offeror shall explain how the menus work in relation to provided security features.
  - Optional available system logon alternatives such as retina, fingerprint, or ID badge scan for user logon.

- Method of handling wireless 9-1-1 for both Phase I and II, as well as VoIP.
  - How the proposed Core System will accomplish the functionality of transferring a call to another PSAP and what interfaces (as well as the standards upon which those interfaces are based) are made available to accomplish this integration.
  - How the proposed Core System responds to VoIP calls, including calls from static users as well as nomadic users.
  - How the proposed system performs incident location including water-based location
  - Integrate or facilitate the use of medical protocols/pre-arrival instructions in an automated CAD environment.
  - The system's method for handling unit recommendation including operating in "degraded mode".
  - List the standard reports contained in the proposed system, and the ad hoc report generation capabilities of the proposed system.
  - How their systems accomplish continued integrity of the information stored in the RMS databases.
  - How the Core System's backups and restoration are accomplished and what effects these operations have on the production RMS environment.
  - The level of effort for routine backups and daily backups.
  - Any additional routine software maintenance (defrag, reorganization, etc.) that is required to keep the system optimized and any affect that these maintenance functions will have on system availability.
- 3.4.2.5 Submit a draft Project Management Plan (PMP) that conforms to the requirement as stated in the RFP Section 2.5.1.1.
- 3.4.2.6 Submit a draft Project Implementation Plan and Baseline Schedule (PIPBS) that conforms to the requirement as stated in the RFP Section 2.5.1.6. The Baseline Schedule shall be submitted in Microsoft Project.
- 3.4.2.7 Submit a draft Gap Analysis that conforms to the requirement as stated in RFP Section 2.5.1.4.
- 3.4.2.8 Submit a list of assumptions used in the development of the technical proposal and a risk analysis that reflects potential barriers to successful project completion.

3.4.2.9 Submit the Offerors proposed Service Level Agreement (SLA) that conforms to the requirements in RFP Section 2.15.4.7.

3.4.2.10 The State requires that each Offeror supply for evaluation during the RFP process, and for use as part of the delivered systems, API(s) and full API documentation for all offered systems (CAD, RMS, AVL, AFR) and system components.

3.4.3 Offeror Experience and Capabilities: Offerors shall meet the following minimum qualifications for submission of a formal proposal. The Offeror shall follow the format provided in the next section to provide the minimum qualification information:

3.4.3.1 The Contractor must describe in the proposal the Help Desk services available by telephone to hardware and software support technicians and system users.

Method of Notification: The Contractor must describe in the proposal the method for problem notification (such as 24 hour available hot line support, remote diagnostics, etc.). The Contractor must fully describe in the proposal their ability to remotely monitor and diagnose computing hardware, all associated devices, operating system software and services, and application software in their proposed system.

Escalation Procedures: Describe the process and procedures that would be utilized by the State's helpdesk personnel when issues require escalation. Provide a copy of your trouble escalation procedures complete with the names, titles, addresses and telephone numbers of the persons who are to be notified. The Contractor must maintain this information with correct and current data during the course of the maintenance period.

3.4.3.2 Explain the method of distributing information on the available updates and software modifications with an explanation of the responsibilities of the Contractor, the manufacturer (if different from the Contractor), and the State.

The Contractor shall answer the following questions and provide any relevant information to support its answers:

- a) Are remedial software fixes for errors provided as part of a scheduled program?
- b) How often does the Contractor provide enhancements?
- c) Are updates provided to meet legislative (including local, state and federal) changes, including changes by UCR/NIBRS and the Global Justice XML/NIEM
- d) Is installation of new releases mandatory? If the State desires a new release is there an additional charge to furnish and/or install?

- e) If you are proposing customized applications, will customized applications be upgraded along with the standard applications?
- f) What will be the process to upgrade customized applications?
- g) How long is maintenance continued for older releases?
- h) Is new or updated documentation supplied with upgrades/new releases?
- i) Describe in depth the process by which upgrades are deployed on different system components. For example, does each workstation require attention by a person with administrative rights or can workstations receive upgrades via the network?
- j) Describe any impact to systems (e.g., interference to normal operations, system shutdown, etc.) that will occur during software upgrades.
- k) If the State decides to upgrade system hardware, will there be a fee to install the software on the new hardware?
- l) What other training assistance for updates is provided.
- m) Outline the delivery process options for installation fixes, upgrades, and new releases.

3.4.3.3 An overview of the Offeror's team experience providing CAD/RMS/AVL/AFR services similar to those included in this RFP. This description shall include:

- a) Years of experience in the commercial CAD/RMS public safety software domain. The Offeror shall state the number of years in commercial public safety software domain.
- b) Experience with implementation to support Police, Fire, EMS and Transportation operations. The Offeror must describe its experience and cite examples of such implementation.
- c) Experience implementing to support agencies with operations over multiple jurisdictions. The Offeror must describe its experience and cite examples of such implementations.
- d) Experience providing more than one installation of each of the CAD/RMS/AVL/AFR Core System components that are currently in production with multiple agencies. The Offeror must describe its experience and cite examples of such system use.
- e) Experience providing a CAD solution to a customer with Calls for Service in excess of 250,000 calls annually within the last 24 months. The Offeror must describe its experience and cite examples.

- f Experience implementing a fully complaint UCR/NIBRS based law enforcement RMS system within the last twelve months. The Offeror must describe its experience and cite examples.
  - g Experience delivering Global Justice XML/NIEM Compliant software applications. The Offeror must describe its experience and cite examples.
- 3.4.3.4 Offerors shall provide the following information:
- a Provide full legal company name and location of corporate headquarters.
  - b Provide company's management organizational chart.
  - c Provide list of locations for field offices (supporting public safety systems).
  - d Provide the number of years that the company has been working in public safety systems.
  - e Provide number of staff dedicated to the provision of CAD/RMS/AFR systems.
  - f Provide the number of multi-agency and multi-jurisdictional CAD implementations, and the names of the agencies and jurisdictions.
  - g Identify largest customer with combined CAD, RMS and AFR solution (in terms of call volume and users).
  - h Provide identification of business partners with whom the Offeror previously partnered for implementation of CAD, RMS and AFR solutions. This includes partners with whom you have established product interfaces (e.g., CAD/RMS/AFR products interfaced to other third party solutions).
- 3.4.3.5 As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:
- The State contracting entity
  - A brief description of the services/goods provided
  - The dollar value of the contract
  - The term of the contract
  - The State employee contact person (name, title, telephone number and if possible e-mail address)
  - 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

The Procurement Officer or a designee will contact the identified State agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

- 3.4.3.6 As part of its offer, each Offeror shall provide a summary of its prior contracts in which the prime and each subcontractor were teamed. For each contract, the Offeror shall provide contact information for the State to use for the purpose of a reference check regarding the contractor/sub-contractor relationship.
- 3.4.3.7 An organization chart of the Offeror showing all major component units, which component(s) shall perform the requirements of this Contract, where the management of this Contract shall fall within the organization, and what corporate resources shall be available to support this Contract in both primary and secondary, or back-up roles. Also, provide the names and titles of the key project management personnel (See RFP Section 2.19.1.1.2 for requirements) directly involved with services rendered under this Contract along with their resumes.
- 3.4.4 References.
  - 3.4.4.1 Offerors shall provide a minimum of three verifiable references to backup their assertion of the proposed system's availability and response time.
  - 3.4.4.2 Offerors shall provide references of three (3) of its customers. Provide the following information for each client reference:
    - Name of Client Organization
    - Name, title, and telephone number of Point-of-Contact for client organization
    - Value, type, and duration of contract(s) supporting client organization
    - The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of inmates serviced by commissary operations
    - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case
  - 3.4.4.3 Offerors shall provide all verifiable references of prior teaming arrangements with all subcontractors on the team, if such prior teaming arrangements existed.
- 3.4.5 Economic Benefit Factors

- 3.4.5.1 The Offeror shall describe the benefits that shall accrue to the State economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror shall take into consideration the following elements. **(Do not include any detail of the financial proposals with this technical information):**
- 3.4.5.2 The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 3.4.5.3 The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- 3.4.5.4 Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- 3.4.5.5 The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- 3.4.5.6 In addition to the factors listed above, the Offeror should explain any other economic benefit to the State that would result from the Offeror's proposal.
- 3.4.6 Financial Information: Financial Capability and Insurance: The Offeror shall include the following:
- 3.4.6.1 Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.
- 3.4.6.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
- Carrier (name and address)
  - Type of insurance
  - Amount of coverage
  - Period covered by insurance
  - Exclusions



- 3.4.7 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.
- 3.4.8 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:
- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal).
  - Completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
  - Completed MBE Participation Schedule (Attachment D-2)
  - Completed CAD/RMS/AVL/AFR Functional and Technical Requirements Document (Attachment G)
  - Completed Living Wage Affidavit (Attachment N)

### **3.5 Volume II - Financial Proposal**

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, nine bound copies, and one electronic copy (in MS Excel 2003 format) of the Financial Proposal in a separate envelope labeled as described in RFP Section 3.3, of the Financial Proposal.

The Financial Proposal must contain all price information in the format specified in Attachment F - Price Proposal Sheet.

Notes:

- Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal
- Please note there is not a price associated with every requirement in the RFP but also note this is a fixed price contract. The prices for all but optional services are all inclusive and encompass all work requirements in the RFP. That means the priced deliverables should include pricing factors for all Contract requirements.

## **SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **4.1 Evaluation Criteria**

- 4.1.1 Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on its ability to design, develop, implement and support the CAD/RMS/AVL/AFR according to the specifications outlined in this RFP.

### **4.2 Technical Criteria**

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Software Functional Matching (RFP Section 3.4.2.3). Offeror response to functional requirements presented in response to Attachment G Functional and Technical Requirements its technical proposal will be evaluated to determine the closest match to State requirements “out-of-the-box.”
  - Offeror Technical Response to RFP Requirements (RFP Section 3.4.2.4). Offeror response to work requirements in the RFP (Section 3.4.6.1) must illustrate a comprehensive understanding of work requirements to include an explanation of how the work shall be done. Responses to work requirements such as “concur” or “shall comply” shall receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.
  - Offeror Experience and Capabilities (RFP Section 3.4.3)
  - References (RFP Section 3.4.4)
  - Economic Benefit Factors (RFP Section 3.4.5)

### **4.3 Financial Criteria**

- 4.3.1 All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed for Core System implementation and labor rates on Attachment F - Price Proposal Sheet.

### **4.4 Reciprocal Preference**

- 4.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters,

principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

## **4.5 Selection Process and Procedures**

### 4.5.1 General Selection Process:

4.5.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

4.5.1.2 Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

### 4.5.2 Selection Process Sequence:

4.5.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the State.

4.5.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

## **SECTION 5 - ATTACHMENTS**

ATTACHMENT A – The State's Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Office upon notification of proposed contract award (Attached to this solicitation).

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal (Attached to this solicitation).

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award (Attached to this solicitation).

ATTACHMENT D – Minority Business Enterprise Participation Forms (Attached to this solicitation)

ATTACHMENT E – Pre-Proposal Conference Response Form. We ask that this form be completed and submitted as described in the RFP Section 1.7.4. The primary purpose of the form is to get an idea of attendance to ensure the room reserved is big enough for expected attendees.

ATTACHMENT F – Price Proposal Sheet. This form is to be completed by the Offeror and comprises the Offeror's Volume II – Financial Proposal (Attached to this solicitation).

ATTACHMENT G – Functional and Technical Requirements Document.

ATTACHMENT H – Procurement Officer Checklist

ATTACHMENT I – Sample Task Order Form

ATTACHMENT J – Task Order Procedures

ATTACHMENT K – Electronic Funds Transfer (EFT) Registration Request Form. Submission of this form allows the State to electronically pay invoices.

ATTACHMENT L – Non-Disclosure Agreement. The purpose of the agreement is to advise the Contractor will be required to protect sensitive information to which access will be granted during the life of the Contract.

ATTACHMENT M – Living Wage Requirements for Service Contracts is a new requirement recently enacted by law. This attachment explains the main features of the legislation and the requirements Contractors must meet.

ATTACHMENT N – Living Wage Affidavit of Agreement. The affidavit asks for acknowledgement of understanding and consent to comply with the Living Wage provisions of the Contract.

ATTACHMENT O – Deliverables Submission Form

ATTACHMENT P – Deliverables Acceptance Form

ATTACHMENT Q – Summary of Stakeholder Agencies

**ATTACHMENT A – CAD/RMS/AVL/AFR SYSTEM CONTRACT**

THIS CONTRACT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between \_\_\_\_\_ (Contractor) and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT).

IN CONSIDERATION of the premises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions

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

1.1 “Contract” means this Contract for a Human Resources Information System (HRIS).

1.2 “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland \_\_\_\_\_.

1.3 “Contract Manager” means the DoIT representative and first point of contact for contract procedures and any discrepancies. DoIT may change the Contract Manager at any time by written notice.

1.4 “Department” means the Maryland Department of Information Technology (DoIT).

1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_, 2009.

1.6 “Procurement Officer” means the person with the responsibilities and authorities of “procurement officer” under the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”) or their designee. The Agency may change the Procurement Officer at any time by written notice.

1.7 “RFP” means the Request for Proposals for DoIT CAD/RMS/AVL/AFR (CAD/RMS/AVL/AFR), Solicitation No. 060B0400007, dated \_\_\_\_\_, and any amendments thereto issued in writing by the State.

1.8 “State” means the State of Maryland.

1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

2. Statement of Work

2.1 The Contractor shall provide hardware, software, implementation support, and training services to implement a web enabled CAD/RMS/AVL/AFR (collectively, the “Services”). The Services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision, with earlier listed Exhibits prevailing over later listed Exhibits:

- Exhibit A – RFP
- Exhibit B – Technical Proposal
- Exhibit C – Financial Proposal

- a. The Contract Affidavit attached hereto as Exhibit D is incorporated by reference herein.
- b. The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by any order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- c. The Contract may be modified only after such approvals as are required under Maryland law, and only by a writing executed by the authorized representatives of the parties.

### 3. Time for Performance

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on July, 1, 2010, and ending July, 1, 2015. The State, at its sole option, shall have the unilateral right to extend the Contract for up to five additional successive one-year terms. The Contractor shall provide Services under the Contract upon receipt of a notice to proceed from the Contract Manager.

### 4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the Services, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates

specified in \_\_\_\_\_. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$\_\_\_\_\_ (the "NTE Amount") for the Core System. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$\_\_\_\_\_ (the "NTE Amount") for additional stakeholder agencies that may be added to the system during the life of the contract through a task order issued by that agency.

4.2 The Contractor shall submit invoices monthly for Services completed during the previous calendar month. Each invoice must include the Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager.

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

## 5. Patents, Copyrights, Intellectual Property

5.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

5.3 The Contractor shall hold and save harmless the State of Maryland, including but not limited to the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or uncopyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Contract resulting from this RFP. The Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright,



the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) notifies the Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Contractor of any obligation hereunder except and to the extent that such failure prejudices Contractors' ability to defend against such claim; and (ii) cooperates with Contractor in, the defense and any related settlement negotiations.

5.4 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the product with a non-infringing product that, in the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

5.5 In connection with services provided under the Contract, the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.

5.6 The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. The State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use of non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

## 6. Rights to Records

6.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and Services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that

any products created under this Contract are not works for hire for the State, and the Contractor has not explained and justified, to the State's complete satisfaction, why it should not relinquish, transfer and assign all of its right, title and interest to the State for that deliverable, the Contractor relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## 7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## 8. 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.

## 9. Non-Hiring of Employees

No official or employee of the State as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## 10. 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 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.

## 11. Maryland Law

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 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.

## 12. 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, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

## 13. Contingent Fee Prohibition

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

## 14. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a Contract under this Contract succeeding the first fiscal period, the 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 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 . The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

#### 15. Termination for Cause

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

#### 16. 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; provided, 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).

#### 17. Delays and Extensions of Time

The Contractor agrees to perform the work under 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.

18. Suspension of Work

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

19. 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.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreement with the State 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 the State certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for

inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the State, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. This section shall survive expiration of this Contract.

### 23. Compliance with Laws

The Contractor hereby represents and warrants that:

23.1 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;

23.2 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;

23.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

23.4 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.

### 24. Cost and Price Certification

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

### 25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be

in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a Contract after due notice to the State. Any such subcontract or assignment shall include the terms of sections 8, and 10 through 23 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 the subcontractors.

## 26. Indemnification

26.1 The Contractor shall hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

26.2 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.

26.3 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.

26.4 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. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

## 27. Limitation of Liability

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

- A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. 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 out of which the claim arises. Third party claims arising under Section 26 ("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 26

of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

28. Administrative

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

28.2 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: State of Maryland  
Department of Information Technology  
Procurement Officer  
45 Calvert Street  
Annapolis, MD 21401-1907

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. 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 by the State. Title of all such deliverables passes to the State upon receipt by the State, subject to the State's acceptance and payment for the same in accordance with the terms of this Contract.

30. Nonvisual Accessibility Warranty

The Contractor 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 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.



31. Commercial Nondiscrimination

A. 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 or national origin, sex, age, marital status, sexual orientation, or on the basis of 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 Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the State in all subcontracts.

C. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, 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 4 years on any of its contracts that were undertaken within the State, 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 is 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.

32. Prompt Pay Requirements

32.1 If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

32.1.1 Not process further payments to the contractor until payment to the subcontractor is verified

32.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

- 32.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- 32.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
- 32.1.5 Take other or further actions as appropriate to resolve the withheld payment.
- 32.2 An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 32.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
  - 32.3.1 Affect the rights of the contracting parties under any other provision of law;
  - 32.3.2 Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
  - 32.3.3 Result in liability against or prejudice the rights of the Department.
- 32.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 32.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
  - 32.5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
  - 32.5.2 This verification may include, as appropriate:
    - 32.5.2.1 Inspecting any relevant records of the contractor;
    - 32.5.2.2 Inspecting the jobsite; and
    - 32.5.2.3 Interviewing subcontractors and workers.
    - 32.5.2.4 Verification shall include a review of:
      - 32.5.2.4.1 The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 32.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.



**ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct:

In preparing its bid on this project, the bidder has considered all proposals 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 vendors, 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder 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 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 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.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons

why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

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

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

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

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

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

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

(5) Been convicted of a violation of the Section 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 subsection (1) through (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 or 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; or

(9) 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 Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
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G. SUB-CONTRACT 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 or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the 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.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**K. 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 or offer, 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 whom 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:
    - (i) The dangers of drug and alcohol abuse in the workplace;

- (ii) The business' policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) 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 §J (2) (b), above;
- (h) Notify its employees in the statement required by §J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) 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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J (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:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) 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 §J (2) (a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J (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:
  - (a) 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.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT  
I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic ) (foreign ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

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



(2) 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.

**M. 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.

N. Repealed.

**O. 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 or 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: \_\_\_\_\_

(Authorized Representative and Affiant)

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT C – COMAR 21.07.01.25 CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_) (foreign\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name:\_\_\_\_\_ Address:\_\_\_\_\_

(2) 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.

**C. 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 \_\_\_\_\_, 20\_\_\_\_, 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:\_\_\_\_\_ (Authorized Representative and Affiant)

**ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS**

**STATE OF MARYLAND  
DEPARTMENT OF INFORMATION TECHNOLOGY  
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**PURPOSE**

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

**MBE GOALS AND SUBGOALS**

MBE subcontract participation goals as set forth in RFP Section 1.19 have been established for this procurement. By submitting a response to this solicitation, the Offeror agrees that this dollar amount of the contract shall be performed by certified minority business enterprises

By submitting a response to this solicitation, the or Offeror agrees that these dollar amounts of the contract shall be performed by certified minority business enterprises as specified.

- (1) A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- (2) A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

**SOLICITATION AND CONTRACT FORMATION**

1 Offeror must include with its bid or offer:

- ◆ A completed Certified MBE Utilization and Fair Solicitation Affidavit ( Attachment D-1) whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- ◆ A completed MBE Participation Schedule (Attachment D-2) whereby the Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific

commitment of certified Minority Business Enterprises at the time of submission. The Offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**If an Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the offer as required, the Procurement Officer shall deem the offer is not reasonably susceptible of being selected for award.**

2. Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
  1. Outreach Efforts Compliance Statement (Attachment D-3)
  2. Subcontractor Project Participation Statement (Attachment D-4)
  3. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any subgoal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
  4. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE participation goal.

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

**The remainder of this page is intentionally left blank.**

## MBE CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

- ◆ Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
  
- Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
  
- Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
  
- Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
  
- At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### ATTACHMENTS

D-1 - Certified MBE Utilization and Fair Solicitation Affidavit  
(must be submitted with bid or offer)

D-2 - MBE Participation Schedule (must be submitted with bid or offer)

D-3 - Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

D-4 - Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

ATTACHMENT D-1

*CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION*  
**AFFIDAVIT**

**\*\*\*\*\* EFFECTIVE OCTOBER 1, 2004 \*\*\*\*\***

**This document must be included with the offer. If the offeror fails to submit this form with the offer as required, the procurement officer shall deem the offer is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to Solicitation No. 060B0400007, I affirm the following:

- (1) I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25% (percent) and, if specified in the solicitation, sub goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of \_\_\_\_\_% and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I shall submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule shall be used to accomplish the percentage of MBE participation that I intend to achieve.

- (2) I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule with the bid or proposal.
- (3) I understand that if I am notified that I am the apparent awardee , I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)

- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- (4) In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL PROPOSAL**

**ATTACHMENT D-2**  
**MBE Participation Schedule**  
*(for submission with bid or proposal)*

\*\*\*\*\* **EFFECTIVE OCTOBER 1, 2004** \*\*\*\*\*

**This document must be included with the offer. If the Offeror fails to submit this form with the offer as required, the procurement officer shall determine that the offer is not reasonably susceptible of being selected for award.**

|  |                           |
|--|---------------------------|
| Prime Contractor (Firm Name, Address, Phone)                                 | Project Description       |
| Project Number   | Total Contract percentage |
| <b>List Information For Each Certified MBE Subcontractor On This Project</b> |                           |
| Minority Firm Name   | MBE Certification Number  |
| Work To Be Performed   |                           |
| Percentage of Total Contract   |                           |
| Minority Firm Name   | MBE Certification Number  |
| Work To Be Performed   |                           |
| Percentage of Total Contract   |                           |
| Minority Firm Name   | MBE Certification Number  |
| Work To Be Performed   |                           |
| Percentage of Total Contract   |                           |

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL WOMAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_



## Attachment D-2 MBE Participation Schedule (continued)

| List Information For Each Certified MBE Subcontractor On This Project |                          |
|---|--------------------------|
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed  |                          |
| Percentage of Total Contract  |                          |

**ATTACHMENT D-3**  
***Outreach Efforts Compliance***  
**Statement**

In conjunction with the bid or offer submitted in response to Solicitation No. 060B0400007, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-bid conference  
 No pre-bid conference was held

\_\_\_\_\_ By: \_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_ Name, Title

\_\_\_\_\_ Address \_\_\_\_\_ Date

**ATTACHMENT D-4**  
***Subcontractor Project Participation***  
**Statement**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION  
SCHEDULE

Provided that \_\_\_\_\_ is awarded the State contract in conjunction  
Prime Contractor Name  
with Solicitation No. 060B0400007, it and \_\_\_\_\_,  
Subcontractor Name  
certification No. \_\_\_\_\_, intend to enter into a contract by which Subcontractor  
shall: (describe. work)

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- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. 060B0400007**  
**Project Title: CAD/RMS/AVL/AFR**

A Pre-proposal Conference will be held on February 2, 2010 at 1:00 pm local time at:

**Maryland State Police  
Forensics Lab  
221 Milford Mill Rd  
Pikesville, MD 21208**

**Please e-mail this form to the Procurement Officer:**

Susan Howells  
Office Phone: (410) 260-7191  
E-mail: Sue.Howells@doit.state.md.us

By 2:00 PM on January 29, 2010 advising whether or not you plan to attend this Conference.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

## ATTACHMENT F – PRICE PROPOSAL SHEET

The CAD/RMS/AVL/AFR Attachment F - Price Proposal Sheet Price Sheet will published separately in Excel format.

### General Instructions:

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms except where the Offeror may add lines in Table G as instructed. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

Offerors shall submit Attachment F – Price Proposal in the MS Excel provided format as required in RFP Section 3.5.

Attachment F contains the following spreadsheets to be completed by Offerors:

- Table A – COTS Software for CAD/RMS/AVL/AFR
- Table B – System Architecture Configuration
- Table C – Overall SDLC Phase Deliverables
- Table D – Labor Rate Schedule
- Table E – Annual Core Maintenance
- Table F – Summary
- Table G – Core System Customization Price

Offerors shall enter the fully loaded price for each deliverable in Tables A through E and G. Each table provides a calculation for a total proposed price for each table. The Total Evaluated Price provides the basis for which each Offeror will be evaluated financially. Financial evaluation criteria is provided in RFP Section 4.3.

- A) All Fixed and Unit Prices for hourly rates must be clearly entered with dollars and cents, e.g., \$24.15
- B) All Fixed and Unit Prices must be the actual unit price the State shall pay for the proposed item per 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) All goods or services required or requested by the State and proposed by the Offeror at No Cost to the State must be clearly entered in the Unit Price and Extended Price with \$0.00.
- E) Every blank in the price sheet shall be filled in.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.

G) It is imperative that the prices included on the Price Proposal Forms have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Proposal Forms.

## **ATTACHMENT G – FUNCTIONAL AND TECHNICAL REQUIREMENTS**

The CAD/RMS/AVL/AFR Attachment G, Functional and Technical Requirements Document, will be published separately.

## ATTACHMENT H – PROCUREMENT OFFICER’S CHECKLIST

| RFP                     | Requirement  |
|-------------------------|--|
| 3.2.1                   | Was Vol I sealed separately from Vol II but submitted simultaneously?  |
| 3.2.2                   | Were an unbound original and nine copies of the Vol I-Technical Proposal submitted?  |
| 3.2.3                   | Was an electronic version submitted in MS Word or Excel format for Vol I enclosed in the original copy of the Tech Proposal? Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?   |
| 3.3.1                   | Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were proposal pages numbered consecutively?  |
| 3.4.1                   | Was there a letter which transmitted the Technical Proposal and acknowledged the receipt of addenda. Was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?  |
| 3.4.2                   | Were proposals numbered to match numbering in RFP?   |
| 3.4.3                   | Did the Technical Proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the Tech Proposal? Was confidential information identified after title page of Technical Proposal?                                 |
| 3.4.4                   | Is there an exec sum, which condenses and highlights the contents of the Tech Proposal?  |
| 3.4.4                   | Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the Contract (Atch A) or any other attachments?   |
| 3.4.4                   | If there are no exceptions, does the executive summary so state?   |
| 3.4.5.1 & 2             | Did the Offeror submit a filled in Atch G? Were additional comments keyed to the Ref #? Was there a software capabilities input?   |
| 3.4.6.1 through 3.4.6.8 | Did the Offeror address each applicable criterion in the Technical Response to RFP Requirements? Provide: System architecture input; hardware requirements; software ops & description; draft PMP; draft Prog Implementation Plan & schedule; list of assumptions/risk analysis; proposed SLA?           |
| 3.4.7.1 through 3.4.7.3 | Does Offeror Exp & Capabilities info include: (A) overview of similar services to CAD/RMS/AVL/AFR; (B) list of State of Maryland Contracts currently performing or completed within the last 5 years; and (C) Org Chart plus names/titles of key management personnel w/resumes?                         |
| 3.4.8                   | Did the Offeror provide three client references with contact points, contract value, contract period and services provided?  |
| 3.4.9                   | Did the Offeror address economic benefit factors?  |
| 3.4.10                  | Did the Offeror submit financial statements (P&L/balance sheet) for the last two years and a certificate of insurance?   |
| 3.4.11                  | Did the Offeror identify subs and their roles?   |
| 3.4.12                  | Did the Offeror provide: a completed Bid/Proposal Affidavit (Atch B); Certified MBE Utilization and Fair Solicitation Affidavit (Atch D-1); MBE Participation Schedule (Atch D-2); Functional Requirements (Atch G), LW Affidavit (Atch N) Were all the blocks filled in and were the Affidavits signed? |



**ATTACHMENT I – SAMPLE TASK ORDER FORM**

The CAD/RMS/AVL/AFR Attachment I, Sample Task Order Form, will be published separately.

**ATTACHMENT J – TASK ORDER PROCEDURES**

The CAD/RMS/AVL/AFR Attachment J, Task Order Procedures, will be published separately.

**ATTACHMENT K – EFT REGISTRATION REQUEST FORM**

**State of Maryland  
Comptroller of Maryland**

Date of request \_\_\_\_\_

**Business identification information (Address to be used in case of default to check):**

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code

**Taxpayer identification number:**

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

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

**Financial institution information:**

Name and address \_\_\_\_\_

\_\_\_\_\_

Contact name, phone number (include area code), \_\_\_\_\_

\_\_\_\_\_

ABA number

Account number

Checking  Money Market  Savings  
Account type

**Format Desired:** \_\_\_\_\_ CCD \_\_\_\_\_ CCD+ \_\_\_\_\_ CTX\* (Check one.)

\*Note – There may be a charge to you by your bank with this format.

**A VOIDED CHECK from the bank account shall be attached.**



**ATTACHMENT L– CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

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 subconsultant 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 or offer is made.

C. THE BIDDER OR OFFEROR HEREBY 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 or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or 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 or 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 M – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. 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 Title 18, State Finance and Procurement, Annotated Code of Maryland.

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 of Labor and Industry 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 §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. 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 of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, 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 §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, 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 DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**ATTACHMENT N – LIVING WAGE 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 our 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)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State 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: \_\_\_\_\_

**ATTACHMENT O – DELIVERABLES SUBMISSION FORM**

**STATE OF MARYLAND  
Department of Information Technology**

**AGENCY RECEIPT OF DELIVERABLE FORM**

**Contract: 060B0400007**

I acknowledge receipt of the following:

Project Name: DoIT Consolidated Computer Aided Dispatch/Records Management System/Auto Vehicle Locator/Automated Field Reporting (CAD/RMS/AVL/AFR)

Title of Deliverable: \_\_\_\_\_

RFP Reference Section Number: \_\_\_\_\_

Deliverable Reference ID Number: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date Signed

Name of Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

**ATTACHMENT P – DELIVERABLES ACCEPTANCE FORM**

**STATE OF MARYLAND  
Department of Information Technology**

**AGENCY ACCEPTANCE OF DELIVERABLE FORM**

**Contract: 060B0400007**

Agency Name: Department of Information Technology

Project Manager: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

To: Contractor’s Project Manager

The following deliverable, as required by Contract DoIT 2009-30, has been received and reviewed in accordance with the Contract.

Title of deliverable: \_\_\_\_\_

RFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

- Is accepted as written.
- Requires changes as indicated below.

REQUIRED CHANGES:

OTHER COMMENTS:

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date Signed

## **Agency Profiles**

### **Maryland State Police (MSP)**

The Maryland State Police (MSP) enforces State motor vehicle and criminal laws and safeguards the lives and safety of all persons within the State. The Department protects property and assists all persons to secure the equal protection of law. MSP also preserves the public peace; detects and prevents crime; and enforces the laws and ordinances of the State and its local subdivisions. It apprehends and arrests criminals and lawbreakers, and preserves order in public places. In addition, the State Police maintains the safe, orderly flow of traffic on public streets and highways, cooperates with, and assists other law enforcement agencies. MSP has statewide jurisdiction except in incorporated municipalities and enforces the laws relating to controlled dangerous substances throughout the State with no jurisdictional limitations.

### **Maryland Transportation Authority (MdTA)**

The Maryland Transportation Authority (MdTA) Police is a nationally accredited force and is the seventh-largest law-enforcement agency in the State with more than five hundred sworn and civilian law-enforcement professionals. The MdTA Police are responsible for security and law enforcement at the Authority's highways, tunnels and bridges, the Baltimore/Washington International Thurgood Marshall Airport and the Port of Baltimore. MdTA has several specialized units to support their mission, to include, but not limited to Marine, Motorcycle, K9, Commercial Motor Vehicle, Bicycle, Collision Reconstruction, and the Homeland Enforcement and Traffic Team (HEAT).

### **Maryland Transit Administration (MTA)**

The Maryland Transit Administration (MTA) is the 10th largest transit system in the country, operating and supporting accessible transit systems throughout the State of Maryland. MTA provides transit services to include local buses, light rail, metro subway, commuter buses, and commuter trains. The MTA Police force is made up of more than one hundred forty-six sworn officers and approximately twenty-six civilian employees, dedicated to providing high quality law enforcement to the State of Maryland. The MTA Police force is multi-jurisdictional, as they patrol Baltimore City and the surrounding counties. The department consists of several specialized units, to include Bicycle Patrol, Motorcycle Unit, and K9 officers.

### **Maryland Department of Natural Resources (MDNR)**

The Maryland Department of Natural Resources (MDNR) Police are a statewide public safety agency with authority to enforce conservation, boating, and criminal laws, as well as to provide primary law enforcement services for Maryland's state parks, state forests, and public lands owned and managed by the Maryland Department of Natural Resources. The Maryland Natural

Resources Police is also designated as the state's lead agency for homeland security on Maryland waters.

**Department of General Services (DGS)**

The DGS is a full service law enforcement agency that provides 24/7 security for the Annapolis and Baltimore State Office facilities. DGS police operate from within two separate detachments, one operating in Annapolis MD, the other in the City of Baltimore. DGS police provides security to over 30 properties statewide, including the Maryland State House, and other state owned building parking facilities. DGS Police also handles both scheduled and unscheduled demonstrations held on State property and coordinate closely with both the Annapolis and Baltimore City Police Departments, as well as with the Maryland State Police Departments on traffic enforcement and other security matters.

**Maryland Institute for Emergency Medical Services Systems (MIEMSS)**

The Maryland Institute for Emergency Medical Services Systems (MIEMSS) oversees and coordinates all components for the statewide EMS system including planning, operations, evaluation and research; provides leadership and medical direction; conducts and/or supports EMS educational programs; operates and maintains a statewide communications system; designates trauma and specialty centers; licenses and regulates commercial ambulance services; and participates in EMS-related public education and prevention programs. The Institute supports statewide EMS response through its three Emergency Medical Resource Centers (EMRCs) located across the state. Maryland aviation operations including medevac, airborne law enforcement, homeland security, and search and rescue, are jointly managed with MSP from the System Communications (SYSCOM) center out of the MIEMSS Operations Coordination Center.

| Agency | Sworn Personnel | Dispatch Centers | CFS (2006) | Incidents Reports (2006) | Mobile Units |
|--------|-----------------|------------------|------------|--------------------------|--------------|
| MSP    | 1518            | 23               | 500,000    | 50,750                   | 800          |
| MdTA   | 468             | 6                | 120,000    | 2,250                    | 106          |
| MTA    | 150             | 1                | 10,665     | 3,491                    | 35           |
| DNR    | 280             | 6                | 18,000     | 17,000                   | N/A          |
| DGS    | 94              | 2                | 18,000     | 600                      | 3            |
| MIEMSS | 96              | 1                | 2          | 1,000,000                | 30,000       |

**Table 1: Agency Volumes**

**ATTACHMENT R – PROPOSAL BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
(Offeror)

as Principal, hereinafter called the Principal, and

\_\_\_\_\_  
(Bonding Company)

a corporation duly organized under the laws of the state of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bond unto the State of Maryland, hereinafter called "State" for the sum of \$50,000, for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for 060B0400007, Consolidated Computer Aided Dispatch/Records Management System/Auto Vehicle Locator/Automated Field Reporting

(Identify project by number and brief description)

NOW, THEREFORE, if the Principal, upon acceptance by the State of its proposal identified above, within the period specified herein for acceptance for one hundred-twenty (120) days, shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the proposal as accepted within the time specified ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its proposal, then the above obligation shall be void and of no effect.

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

In Presence of:  
Witness

**INDIVIDUAL PRINCIPAL**

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of:  
Witness

**CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_ (SEAL)

(Name of Co-Partnership)

\_\_\_\_\_ as to BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

**CORPORATE PRINCIPAL**

Attest:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ BY: \_\_\_\_\_ AFFIX  
Corporate Secretary President CORPORATE  
SEAL

**SURETY**

Attest:

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_ BY: \_\_\_\_\_ AFFIX  
Secretary President CORPORATE  
SEAL

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

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

Business Address of Surety \_\_\_\_\_

**ATTACHMENT S – PERFORMANCE BOND**

Principal \_\_\_\_\_

Business Address of Principal \_\_\_\_\_

Surety  
a corporation of the State of \_\_\_\_\_  
and authorized to do business in  
the State of Maryland

Obligee: STATE OF MARYLAND  
By and through the following  
Administration \_\_\_\_\_

\$1,500,000 (one-million, five hundred thousand dollars)  
Penal Sum of Bond (express in words and figures)

\_\_\_\_\_, 20\_\_\_\_\_  
Date Bond Executed

Contract Number: #060B0400007 \_\_\_\_\_, 20\_\_\_\_\_  
Description of Contract: \_\_\_\_\_ Date of Contract  
**Consolidated Computer Aided Dispatch/Records Management System/Auto Vehicle  
Locator/Automated Field Reporting**

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of the time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.



NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 19 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on the Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:  
Witness

**INDIVIDUAL PRINCIPAL**

\_\_\_\_\_ as to \_\_\_\_\_(SEAL)

In Presence of:  
Witness

**CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co-Partnership) (SEAL)

\_\_\_\_\_ as to BY : \_\_\_\_\_(SEAL)

\_\_\_\_\_ as to \_\_\_\_\_(SEAL)

\_\_\_\_\_ as to \_\_\_\_\_(SEAL)

**CORPORATE PRINCIPAL**

Attest:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ BY: \_\_\_\_\_  
Corporate Secretary President AFFIX CORPORATE SEAL

**SURETY**

Attest:

\_\_\_\_\_ BY: \_\_\_\_\_  
Signature AFFIX CORPORATE SEAL

Title: \_\_\_\_\_

\_\_\_\_\_  
(Business Address of Surety)

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

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