



**DEPARTMENT OF INFORMATION  
TECHNOLOGY (DoIT)**

**REQUEST FOR PROPOSALS (RFP)**

**SOLICITATION No. F50B4400105**

**Issue Date: July 29, 2014**

**Information Technology Support Management  
(ITSM)**

**Software as a Service (SaaS)**

**NOTICE:**

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation**

## Maryland Wants to Do Business with You

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

- We do not offer the services/commodities requested.
- Busy with other commitments.
- Specifications are unclear or too restrictive.
- Timetable is unworkable.
- Bonding/Insurance requirements are prohibitive.
- Our experience with State of Maryland has not been satisfactory.
- Other (Please specify)

**Additional Comments:**

**Please add suggestions for improvement here:**

Name of commenter and Business (optional):

\_\_\_\_\_

Bid/proposal Number: \_\_\_\_\_ Entitled: \_\_\_\_\_

Your comments will help us improve the procurement process.

**Thank You.**

**STATE OF MARYLAND**  
**Department of Information Technology**  
**RFP KEY INFORMATION SUMMARY SHEET**

RFP Title	Information Technology Support Management (ITSM) Software as a Service (SaaS)
RFP Number	F50B4400105
RFP Issue Date	July 29, 2014
Closing Date and Time:	09/05/2014 at 2:00 PM Local Time
RFP Issuing Department	Department of Information Technology (DoIT)
Procurement Officer	Michael Meinel Office Phone Number: 410-260-7179 E-mail address: <a href="mailto:michael.meinel@maryland.gov">michael.meinel@maryland.gov</a>
Contract Manager	Bruce Eikenberg E-mail address: <a href="mailto:bruce.eikenberg@maryland.gov">bruce.eikenberg@maryland.gov</a> Office Phone Number: 410-260-7307
Proposals are to be sent to	Department of Information Technology (DoIT) 45 Calvert Street, Room 442 Annapolis, MD. 21401 Attention: Michael Meinel
Send Questions (e-mail only) to:	Michael Meinel E-mail address: <a href="mailto:michael.meinel@maryland.gov">michael.meinel@maryland.gov</a>
Questions Due Date and Time	08/18/2014 at 5:00 PM Local Time
Contract Type	Fixed Price (FP) and Time and Materials (T&M)
Contract Duration (period of performance)	One five (5) Year Base Period and two (2) five-year option periods
MBE Goal	0%
VSBE Goal	0%
Small Business Reserve	No
Pre-Proposal Conference	DoIT 45 Calvert Street, Room 164 A&B, Annapolis MD 21401 Wednesday August 13, 2014 – 11:00 AM See Attachment E for directions

## Table of Contents

Section 1	GENERAL INFORMATION.....	1
1.1	Summary Statement.....	1
1.2	Abbreviations and Definitions.....	1
1.3	Contract Type.....	4
1.4	Contract Duration.....	4
1.5	Procurement Officer.....	4
1.6	Contract Manager.....	4
1.7	Pre-Proposal Conference.....	4
1.8	eMarylandMarketplace.....	5
1.9	Questions.....	5
1.10	Procurement Method.....	5
1.11	Proposals Due (Closing) Date and Time.....	5
1.12	Multiple or Alternate Proposals.....	6
1.13	Economy of Preparation.....	6
1.14	Public Information Act Notice.....	6
1.15	Award Basis.....	6
1.16	Oral Presentation.....	6
1.17	Duration of Proposal.....	7
1.18	Revisions to the RFP.....	7
1.19	Cancellations.....	8
1.20	Incurred Expenses.....	8
1.21	Protest/Disputes.....	8
1.22	Offeror Responsibilities.....	8
1.23	Substitution of Personnel After Award.....	8
1.24	Mandatory Contractual Terms.....	11
1.25	Bid/Proposal Affidavit.....	12
1.26	Contract Affidavit.....	12
1.27	Compliance with Laws/Arrearages.....	12
1.28	Verification of Registration and Tax Payment.....	12
1.29	False Statements.....	12
1.30	Payments by Electronic Funds Transfer.....	13
1.31	Prompt Payment Policy.....	13

1.32 Electronic Procurements Authorized ..... 13

1.33 Minority Business Enterprise Goals ..... 15

1.34 Living Wage Requirements ..... 15

1.35 Federal Funding Acknowledgement ..... 15

1.36 Conflict of Interest Affidavit and Disclosure..... 15

1.37 Non-Disclosure Agreement ..... 16

1.38 HIPAA - Business Associate Agreement ..... 16

1.39 Nonvisual Access..... 16

1.40 Mercury and Products That Contain Mercury ..... 17

1.41 Veteran-Owned Small Business Enterprise Goals..... 17

1.42 Location of the Performance of Services Disclosure..... 17

1.43 Department of Human Resources (DHR) Hiring Agreement..... 17

1.44 Iranian Non-Investment ..... 17

1.45 Contract Extended To Include Other Non-State Governments or Agencies ..... 17

Section 2 MINIMUM QUALIFICATIONS ..... 18

2.1 Offeror Minimum Qualifications ..... 18

2.2 Offeror Personnel Minimum Qualifications ..... 18

2.3 Minimum System Requirements..... 18

Section 3 SCOPE OF WORK..... 20

3.1 Background and Purpose ..... 20

3.2 Agency / Project Background ..... 20

3.3 General Requirements..... 21

3.4 Security Requirements ..... 29

3.5 Labor Categories and Qualifications ..... 30

3.6 Performance and Personnel..... 36

3.7 Deliverables ..... 37

3.8 Work Order Process ..... 41

3.9 Insurance Requirements..... 42

3.10 Invoicing ..... 42

3.11 MBE Reports ..... 45

3.12 VSBE Reports..... 45

3.13 SOC 2 Type II Audit Report..... 46

Section 4 PROPOSAL FORMAT ..... 48

4.1	Two Part Submission .....	48
4.2	Proposals .....	48
4.3	Delivery.....	49
4.4	Volume I – Technical Proposal.....	49
4.5	Volume II – Financial Proposal .....	58
Section 5	Evaluation Criteria and Selection Procedure .....	59
5.1	Evaluation Committee .....	59
5.2	Technical Proposal Evaluation Criteria .....	59
5.3	Financial Proposal Evaluation Criteria .....	59
5.4	Reciprocal Preference .....	59
5.5	Selection Procedures .....	60
5.6	Documents Required upon Notice of Recommendation for Contract Award .....	61
5.7	COMMENCEMENT OF WORK UNDER A CONTRACT.....	61
Section 6	RFP Attachments .....	63
Attachment A	CONTRACT (Sample).....	65
Attachment B	BID PROPOSAL AFFIDAVIT.....	85
Attachment C	CONTRACT AFFIDAVIT.....	91
Attachment D	MINORITY BUSINESS ENTERPRISE FORMS .....	94
Attachment E	PRE-PROPOSAL CONFERENCE DIRECTIONS AND RESPONSE FORM 95	
Attachment F	FINANCIAL PROPOSAL INSTRUCTIONS AND FORMS.....	97
Attachment G	LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS .....	99
Attachment H	FEDERAL FUNDS ATTACHMENT.....	103
Attachment I	CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	104
Attachment J	NON-DISCLOSURE AGREEMENT (CONTRACTOR).....	105
Attachment K	HIPAA BUSINESS ASSOCIATE AGREEMENT .....	110
Attachment L	MERCURY AFFIDAVIT .....	111
Attachment M	VETERAN OWNED SMALL BUSINESS ENTERPRISE .....	112
Attachment N	LOCATION OF THE PERFORMANCE OF SERVICE DISCLOSURE....	113
Attachment O	DHR HIRING AGREEMENT .....	115
Attachment P	NON-DISCLOSURE AGREEMENT (OFFEROR).....	116
Attachment Q	LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....	118
Attachment R	AGENCY RECEIPT OF DELIVERABLE FORM .....	123
Attachment S	DELIVERABLE PRODUCT ACCEPTANCE FORM .....	124

Attachment T	SAMPLE WORK ORDER FORM .....	125
Attachment U	SAMPLE NOTICE TO PROCEED .....	127
Attachment V	PERFORMANCE EVALUATION FORM .....	128
Attachment W	MINIMUM SYSTEM REQUIREMENTS .....	129
Attachment X	OTHER SYSTEM FEATURES .....	130
Attachment Y	SYSTEM DEMONSTRATION FEATURES AND SCENARIOS .....	131
Attachment Z	ITIL GLOSSARY AND DEFINITION OF TERMS – ENGLISH.....	132

## Section 1 GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 DoIT (or “The Department”) is issuing this Request for Proposals (RFP) to procure an Information Technology Service Management (ITSM) software service utilizing a SaaS delivery approach for DoIT to support all IT technical operations under DoIT’s control and responsibility.
- 1.1.2 It is the State’s intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is for five (5) years with two optional five (5) year periods. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation. The successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 Offeror shall provide the Cloud Service Provider’s (CSP) proposed Terms of Service (TOS) that describes the Support Services as outlined in Section 3.3 of the RFP. All terms and conditions in the TOS shall be consistent with the terms and conditions of the RFP and the resulting contract. Final award between the Offeror and the State will be contingent on the State and the CSP mutually agreeing on the terms included in the TOS. The TOS will be incorporated into the contract between the Department and the successful Offeror.

### 1.2 Abbreviations and Definitions

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

- a. **Business Day(s)** – The official working days of the week to include Monday through Friday. official working days exclude State Holidays (see definition of “Normal State Business Hours” below)
- b. **Cloud Service Provider (CSP)** – Company that owns the proprietary rights to the SaaS solution and provides the operational support for the software..
- c. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us)
- d. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**
- e. **Contract Manager** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract,



monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.

- f. **Contract Month** – The Contract Month begins on the first business day of the Calendar Month during the Contract Period of Performance.
- g. **Contract Year** – The Contract Year begins with the date established in the Notice to Proceed as the beginning of the Period of Performance for the Contract and ends each year on the day before the anniversary of the start date for the Contract. The Contract Year represents the point at which any unused subscriptions acquired are released to rebaseline the number of subscriptions utilized by the State of Maryland.
- h. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- i. **Contractor** – The selected Offeror that is awarded a Contract by the State
- j. **Customer** – For the purposes of this RFP, Customer has a specialized meaning related to the type of system being procured with this RFP. A Customer is defined as a person who is a recipient of support services from DoIT and who may access the System for self-service purposes only. The System provided shall not require a subscription for a Customer to access the System for self-service purposes.
- k. **Department or DoIT**– Department of Information Technology
- l. **eMM** – eMaryland Marketplace (see RFP Section 1.8)
- m. **ITSM** – Information Technology Service Management
- n. **Key Personnel:** Key Personnel are defined as Contractor personnel who fulfil a critical role on the Contract. Key Personnel for this Contract are defined in Section 3.3.7.1.
- o. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- p. **Minimum System Requirement** refers to any functional or non-functional capability for the System stated in Attachment W of the RFP. A System proposed by an Offeror must satisfy **ALL** Minimum System Requirements in order for the proposal to be deemed susceptible for award.
- q. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined in COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03
- r. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays
- s. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the official start date of the Contract for the actual delivery of services as described in this solicitation. After the initial NTP, additional NTPs may be issued by either

the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- t. **Offeror** – An entity that submits a Proposal in response to this RFP
- u. **Other System Features** refers to any system functional or non-functional capability that is desired for the System, but which is not considered to be an absolute requirement. These features are described in Attachment X.
- v. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice.
- w. **Proposal** – Either or both of an Offeror’s Technical or Financial offers in response to this RFP
- x. **Request for Proposals (RFP)** – This Request for Proposals issued by DoIT, Solicitation Number F50B4400105 dated July 29, 2014, including any addenda
- y. **RMA** – Return Manufacturer Authorization, are items that are returned to the manufacturer for repair.
- z. **Service Credit** – An amount equal to the daily pro-rata monthly recurring subscription service fee. One Service Credit equals one (1) calendar day of subscription service for all subscriptions.
- aa. **Software Provider** – The company that will provide the SaaS software to the State.
- bb. **State** – The State of Maryland
- cc. **Subscription:** A Subscription is a purchased authorization for a User to access the Production Environment. A separate Subscription shall not be required to access any non-production environment.
- dd. **System:** The term System means the SaaS ITMS software System provided by the Contractor for use by DoIT
- ee. **System Environment** – Offerors will be required to provide multiple instances of their SaaS ITSM software. Each of these instances is called a System Environment.
- ff. **TOS** – The Terms of Service for System use provided by the Cloud Service Provider
- gg. **Total Proposal Evaluated Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3)
- hh. **User:** A User is defined as one person who is registered to use the production System as a provider of IT Support Services. Each User requires a subscription to access the Production Environment. Users and Subscriptions are synchronized on a monthly basis.
- ii. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- jj. **Working Day(s)** – Same as “Business Day(s)”

Attachment Z which provides an ITIL-approved Glossary of Terms is incorporated by reference into this section as definitions for this RFP.

In the event of a conflict between the definitions provided above and Attachment Z, the definitions provided in this section take precedence.

### **1.3 Contract Type**

The Contract resulting from this solicitation shall be a Fixed Price (FP) and Time and Materials (T&M) contract as defined in COMAR 21.06.03.02 and COMAR 21.06.03.05 respectively.

### **1.4 Contract Duration**

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required

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

1.4.3 The duration of the Contract will start from Contract Commencement for the provision of all services required by the Contract and the requirements of this solicitation. The Contract resulting from this RFP shall be for a base period of five (5) years.

The Department, at its sole option, may renew the term of the Contract for, up to two (2) five (5) year optional periods for up to a total potential contract length of fifteen (15) years.

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

### **1.5 Procurement Officer**

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

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

### **1.6 Contract Manager**

The Contract Manager is listed on the Key Information Summary Sheet.

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

### **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the date and time listed on the Key Information Summary

Sheet. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. Directions to the Pre-Proposal Conference are provided in Attachment E.

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

The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible subsequent to the Pre-Proposal Conference, the attendance record and pre-proposal summary will be distributed via e-mail to all Contractors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace (See Section 1.8).

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

### **1.8 eMarylandMarketplace**

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT website and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin and then follow the prompts.

### **1.9 Questions**

All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed to all companies who are known to have received a copy of the RFP.

### **1.10 Procurement Method**

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

### **1.11 Proposals Due (Closing) Date and Time**

Proposals, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than the date and time specified on the Key Information Summary Sheet.

Requests for extension of this time or date will 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 after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

**Proposals may not be submitted by e-mail or facsimile.** Proposals will not be opened publicly.

Vendors not responding to this solicitation are requested to submit the “Maryland Wants to Do Business with You” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements). This form is located in the RFP immediately following the Title Page.

### 1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

### 1.13 Economy of Preparation

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

### 1.14 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (Also, see RFP Section 4.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

### 1.15 Award Basis

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

### 1.16 Oral Presentation

All Offerors and proposed staff that meet the minimum qualifications will be required to make an oral presentation to State representatives in the form of an oral presentation and system demonstration. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror’s proposal and are binding, if the

Contract is awarded to the Offeror. The person proposed as the Subject Matter Expert (SME) for the Contract shall be a participant in the oral presentation and system demonstration. The Procurement Officer will notify Offeror of the time and place of oral presentations and demonstrations.

All eligible Offerors shall provide the opportunity for the DoIT evaluation team to assess the extent to which the proposed System meets the Minimum System Requirements provided in Attachment W and the Other System Features described in Attachment X by exercising the proposed System in a hands-on system demonstration. The oral presentation and system demonstration shall consist of the following parts:

1. **Scenario 1 Demonstration:** Successful completion of Attachment Y Scenario 1 which provides a means to verify the Minimum System Requirements stated in Attachment W. Failure to successfully complete Scenario 1 will result in termination of the System demonstration and the proposal will be deemed not susceptible for award.
2. **Oral Presentation:** An oral presentation during which the Offeror will have the opportunity to describe its proposal and its System offering. The oral presentation should introduce the proposed System capabilities.
3. **Complete System Demonstration:** A system demonstration consisting of:
  - a) A demonstration of the System by the offeror demonstrating features described in Attachment Y.
  - b) Demonstrations of the System's ability to adapt to DoIT's needs by showing how the System would accomplish the remaining scenarios found in Attachment Y.

### 1.17 Duration of Proposal

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

### 1.18 Revisions to the RFP

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

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



### **1.19 Cancellations**

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

### **1.20 Incurred Expenses**

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

### **1.21 Protest/Disputes**

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

### **1.22 Offeror Responsibilities**

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

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

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

### **1.23 Substitution of Personnel After Award**

#### **1.23.1 Continuous Performance of Key Personnel**

Unless substitution is approved per paragraphs 1.23.2 – 1.23.4 of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the

Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Manager.

### 1.23.2 Definitions

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

**Extraordinary Personal Circumstance** – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract.

Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

**Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

**Sudden** – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

### 1.23.3 Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph 1.23.4 of this section.

- 1.23.3.1. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
- 1.23.3.2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
  - A detailed explanation of the reason(s) for the substitution request;
  - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
  - The official resume of the current personnel for comparison purposes; and
  - Any evidence of any required credentials.
- 1.23.3.3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.



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

#### 1.23.4 Replacement Circumstances

##### 1.23.4.1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph 1.23.3 of this section to the Contract Manager at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph 1.23.4.2 of this clause, a substitution may not occur unless and until the Contract Manager approves the substitution in writing.

##### 1.23.4.2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section 1.23.4.1 of this section.)

Under any of the circumstances set forth in this paragraph 1.23.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

##### 1.23.4.3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of at least ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated whether the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Manager as required under paragraph 1.23.3 of this section.

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

##### 1.23.4.4. Directed Personnel Replacement

The Contract Manager may direct the Contractor to replace any personnel who is unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Manager deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph 1.23.4.3 of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

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

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

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

#### 1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected.**

### **1.25 Bid/Proposal Affidavit**

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

### **1.26 Contract Affidavit**

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

### **1.27 Compliance with Laws/Arrearages**

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

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, 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.

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

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

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 SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### **1.29 False Statements**

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

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

- a. Falsify, conceal, or suppress a material fact by any scheme or device;
- b. Make a false or fraudulent statement or representation of a material fact; or
- c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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

### 1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)

### 1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see Attachment A). Additional information is available on GOMA's website at:

[http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs\\_000.pdf](http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf)

### 1.32 Electronic Procurements Authorized

- 1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- 1.32.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- 1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section 1.32.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

- 1.32.4.1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
- a) the solicitation (e.g., the IFB/RFP);
  - b) any amendments;
  - c) pre-Bid/Proposal conference documents;
  - d) questions and responses;
  - e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
  - f) notices of award selection or non-selection; and
  - g) The Procurement Officer's decision on any Bid protest or Contract claim.
- 1.32.4.2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
- a) ask questions regarding the solicitation;
  - b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
  - c) Submit a "No Bid/Proposal Response" to the solicitation.
- 1.32.4.3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.
- 1.32.4.4. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial Bids or Proposals;
  2. filing of Bid Protests;
  3. filing of Contract Claims;
  4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
  5. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.
- 1.32.5 Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the

direction from the Procurement Officer or Contract Manager.

### 1.33 Minority Business Enterprise Goals

There is no MBE subcontractor participation goal for this procurement.

### 1.34 Living Wage Requirements

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 1.34.3 The contract resulting from this solicitation has been deemed to be a Tier 1 contract.
- 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, the State agency determines the wage tier based on where the majority of the service recipients are located.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website

<http://www.dllr.state.md.us/labor/prev/livingwage.shtml>

Offeror shall provide an executed copy of Attachment G-1 with its proposal.

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

### 1.35 Federal Funding Acknowledgement

This Contract does not contain federal funds.

### 1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded



as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment I Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

### **1.37 Non-Disclosure Agreement**

#### **1.37.1 Non-Disclosure Agreement (Offeror)**

Certain system documentation may be available for potential Offerors to review at a reading room at DoIT's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment P. Please contact the Procurement Officer to schedule an appointment.

#### **1.37.2 Non-Disclosure Agreement (Contractor)**

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

### **1.38 HIPAA - Business Associate Agreement**

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

### **1.39 Nonvisual Access**

By submitting a Bid/Proposal, the Bidder/Offeror warrants that the information technology offered under the Bid/Proposal: (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual 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 nonvisual access. The Bidder/Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation and resulting Contract, the phrase "equivalent access" means the ability to receive, use, and manipulate information and to operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls

used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Nonvisual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See <http://doit.maryland.gov/Pages/default.aspx> keyword: NVA.

#### **1.40 Mercury and Products That Contain Mercury**

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

#### **1.41 Veteran-Owned Small Business Enterprise Goals**

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

#### **1.42 Location of the Performance of Services Disclosure**

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

#### **1.43 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

#### **1.44 Iranian Non-Investment**

A Bid submitted by a Bidder shall be accompanied by a completed Investment Activities in Iran certification, which is included in the Bid/Proposal Affidavit (Attachment B).

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

This section does not apply to this solicitation.

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



## Section 2 MINIMUM QUALIFICATIONS

### 2.1 Offeror Minimum Qualifications

Offerors shall meet all of the following minimum qualifications in order to be considered reasonably susceptible for award. Failure to meet any one of the minimum qualifications shall result in the Offeror's proposal being disqualified. The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.1.1 Offeror shall provide evidence that it is an authorized reseller of the proposed SaaS ITSM solution.
- 2.1.2 Offeror shall demonstrate three (3) examples where the company has provided two (2) years of continuous experience providing SaaS ITSM licensing and professional transition support services. The examples must:
  - a) Be separate, non-related deployments (i.e. different User communities)
  - b) Each have at least 5000 Customers and 100 Users

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

### 2.2 Offeror Personnel Minimum Qualifications

For the personnel proposed under this RFP, proposed resources must meet all minimum qualifications for the applicable labor category in Section 3.5. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

The proposed Subject Matter Expert (SME) must meet the following minimum requirements:

1. Meet the requirements for the SME Labor Category in Section 3.5.
2. Have at least two (2) years of direct configuration and migration experience with the ITSM System being proposed.

### 2.3 Minimum System Requirements

The System offered must meet the following minimum requirements:

- 2.3.1 The System offered must be currently installed and providing SaaS ITSM support in at least three (3) separate entities, with at least one installation that supports at least 200 Users and 40,000 Customers.
- 2.3.2 Minimum System Requirements are listed in Attachment W. This Attachment provides a column for the Offeror to fill out that indicates whether the System can meet the requirement. A completed PDF copy of this attachment is a required portion of the Technical Proposal. In addition, the Offeror must successfully demonstrate that the system meets the Minimum System Requirements during the oral presentation as described in Scenario 1 of Attachment Y. All Minimum System Requirements listed in Attachment W must be within the capabilities of the System being offered in order for the Offeror to be deemed reasonably susceptible for

award. See Section 1.2 and Attachment Z for definitions of terms used within Attachment W.

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

## Section 3 SCOPE OF WORK

### 3.1 Background and Purpose

The objective of this RFP is to select one Offeror of SaaS ITSM software to improve the efficiency and effectiveness of Service Management operations within DoIT. Additionally, DoIT is seeking professional expertise and experience to assist the Department with planning, configuration, and data migration to the selected ITSM.

1. DoIT wishes to transition from its legacy systems to a consolidated solution that covers key areas including:
  - a) Incident Management
  - b) Asset Management
  - c) Knowledge Base
  - d) Service Catalog
  - e) Problem Management
  - f) Self Service
  - g) Reporting
  - h) Service Level Management
  - i) Change Management
  - j) Financial Management
2. DoIT is also requesting optional support for Implementation and Support Services including:
  - a) Implementation Planning and execution
  - b) System Configuration including work flow development
  - c) SaaS ITSM System Training
  - d) Data Migration; and
  - e) Other implementation services related to the selected SaaS ITSM solution.

The Department does not wish to procure a software application still under development. The SaaS software purchased by the Department shall be operational and generally available by the due date of the proposal.

### 3.2 Agency / Project Background

DoIT provides Statewide technology services in the areas of desktop management, application management, data networking (data, video, voice, and wireless communications), application hosting and support (financial management, personnel, procurement, and web applications), IT staffing and support, and support for the Maryland.gov web portal.

DoIT is responsible for setting the State's strategic direction for IT and establishing a long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and

advocating best practices for operations and project management.

### 3.2.1 Existing System Background

DoIT supports agency IT operations and statewide applications through an existing IT Service Desk in Annapolis. This Service Desk handles over 30,000 calls per year from more than 12,000 customers associated with some 230 organizations in Maryland (state agencies, special commissions, municipal governments, etc.).

The Service Desk receives incidents, problems, and service requests surrounding management of:

1. Commodity hardware (desktops, laptops, monitors, printers, etc.)
2. Productivity applications (e.g. Microsoft Office)
3. Statewide applications (e.g. Google Apps for Government, Financial Management Information System (FMIS), SharePoint), and
4. Wide-area network services and data circuits delivered by networkMaryland™.

The Service Desk and IT support staff currently use a BMC Remedy ARS & Asset Management 7.6.04 to manage incidents, problems, and service requests using processes aligned with the ITIL framework. The existing system is used to initiate, route, track, and manage more than 37,000 incidents, problems, changes, and provisioning requests per year, including the management of some service level and operating level agreements.

DoIT's Asset Management system manages more than 5,900 assets and configurations, comprised primarily of carrier-grade network components, data center equipment, and network software. RMAs are also managed in the Asset Management module.

Currently, the legacy Remedy system has approximately 160 licensed Users organized into 28 high level functional groups. Security access and customized workflows are based on group membership. As operations expand, the number of Users and groups will also expand.

## 3.3 General Requirements

### 3.3.1 Required Project Policies, Guidelines and Methodologies

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

1. The State of Maryland Information Technology Security Policy and Standards
2. The State of Maryland Information Technology Non-Visual Access Standards, and
3. Contractor assigned personnel shall follow a consistent methodology for all activities.

These policies, guidelines and methodologies can be found at the DoIT web site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

### 3.3.2 Any IT services personnel provided under this RFP shall maintain any required professional

certifications for the duration of the resulting Contract.

### 3.3.3 Other System Features

Other System Features, as defined by Section 1.2, are provided in Attachment X. These capabilities will be evaluated in the evaluation process as one factor in determining the System that best meets DoIT's needs. Offerors shall provide both a completed PDF copy and an Excel file of this attachment with their Technical Proposal.

### 3.3.4 System Environments

3.3.4.1. Contractor shall provide at least three separate System Environments for use by DoIT;

1. **System Production Environment:** This environment shall support an initial minimum of 200 Users and up to 15,000 Customers. The number of Users and Customers is expected to grow on this environment over time.
2. **System Test Environment:** This environment shall initially support 50 concurrent Users for use as a test and troubleshooting platform. In order for this environment to model the production environment, all User and customer profiles will need to be provisioned to this environment, however actual concurrent usage will be much less than production.
3. **System Development Environment:** This environment shall initially support 50 concurrent Users. In order for this environment to model the production environment, all User and customer profiles will need to be provisioned to this environment, however actual concurrent usage will be much less than production.

3.3.4.2. System Environment Capabilities

Contractor shall provide the following capabilities to migrate data, account information, and manage system configurations between System Environments:

1. The ability to create, name, store and apply different System configurations to enable rapid and repeatable application of specific system configurations to one or more environments
2. The ability to migrate configuration settings from one System Environment to another
3. The ability to migrate user accounts, customer profiles, groups and security settings from one System environment to another
4. The ability to migrate data from one System Environment to another
5. The ability to import and export data from a System Environment to and from other external systems.
6. The ability to report active user accounts.

### 3.3.5 Subscription Service

The Subscription Service described below is intended to afford DoIT the ability to add

User Accounts as required to provide ITSM services:

1. DoIT's legacy system currently has approximately 160 Users. DoIT will commit to a minimum monthly user count of 150 concurrent users.
2. It is anticipated that User levels will exceed 200 Users during the Period of Performance. DoIT will add User Accounts as necessary throughout the Contract Year.
3. New subscriptions shall be invoiced on a pro-rated basis through the end of the Contract Year based on active User Accounts in the Production Environment. This maintains all licenses to terminate at the end of the then-current contract year.
4. An active User Account is defined as a user account with activity in the past 60 days.
5. Active User Accounts shall be determined as of the last day of the Contractor's monthly billing cycle and documented in a Monthly Active User Report providing the account names and total count of all active users. Additional subscriptions will be added if the number of Active Users is more than for the prior month.
6. The Contractor shall allow DoIT to reduce subscription counts at the beginning of the next Contract Year as part of an annual Subscription synchronization. Subscription count will not go below 150 users for any contract year.
7. Contractor shall provide with its invoice a copy of the report showing the number of active users and the date the report was run.

### 3.3.6 System Operational Support Services

The State holds the Contractor responsible for ensuring that System Operational Support Services are provided by the Contractor and Cloud Service Provider in accordance with the TOC negotiated between the Cloud Service Provider and the State. The costs for System Operational Support Services shall be included in the Subscription Price.

System Operational Support Services consist of:

1. A Service Support Manual that outlines support services processes that the Cloud Service Provider and DoIT shall follow to achieve service support for the System. This document will outline all contact, escalation and remediation processes used to support the System.
2. Cloud Service Provider's service desk shall be available by telephone web site and e-mail on a 24 hour basis, 365 days per year commencing at the time that the first System Environment is accessible by DoIT.
3. Responding to all System service interruptions in accordance with the Service Level Agreement (SLA) provided in Section 3.3.10.

4. Responding to all requests from designated DoIT personnel for assistance with respect to the System.
5. Performing all support services required to maintain System uptime in accordance with the SLA requirements found in Section 3.3.10.
6. Providing services to ensure that data is secured, protected and managed in accordance with the provisions of Attachment A.
7. Performing all service functions and software upgrades necessary to ensure that the System is operating in compliance with all functional and non-functional requirements as described in Section 2.3. and 3.3.3, Attachment W and Attachment X,

### 3.3.7 Professional Services

Professional Services are required to assist DoIT in transitioning from the current legacy ITSM system to the new System. The period of performance for this task will be limited to one (1) year. If additional services are required, DoIT will utilize the Work Order process (see Section 3.8) to acquire those services. If professional services are required for follow-on contract years, they shall be provided by a separate Work Order.

#### 3.3.7.1. SME

Contractor shall provide a SME to oversee configuration, implementation, training, and the transition of operation to the ITSM System. The SME is considered to be key personnel for the Contract. The SME shall be responsible for the following activities:

1. Serve as a subject matter expert on the configuration and best practice usage of the ITSM System
2. Assist DoIT in configuring the System to meet DoIT's needs.
3. Plan the implementation process to include the initial entry or migration of data, as well as the transition of Users and Customers to the System
4. Prepare workflows based on DoIT business needs and system capabilities
5. Provide training to staff in the creation and editing of workflows
6. Coordinate the implementation of any Work Orders that DoIT chooses to execute
7. Submit a bi-weekly Status Report to the Contract Manager and/or hold a bi-weekly status meeting to discuss the status of the System and all Work Orders that are in progress.
8. Perform other duties related to supporting the System as assigned.

3.3.7.2. The SME shall perform work in DoIT offices in Annapolis.

3.3.7.3. It is preferable that: the SME holds a current ITIL certification at the Foundation Level and possesses at least one Intermediate level ITIL certification.

3.3.7.4. Integrated Project Schedule

Shortly after NTP, the Contractor will provide an Integrated Project Schedule using Microsoft Project, or a similar tool mutually agreed upon between the State and the Contractor, providing a schedule for the tasks needed to transition DoIT from its legacy ITSM system to the new System. This schedule will include all tasks (both State and Contractor) that must be completed to migrate to the new System. The approved schedule shall be used as a project baseline to track progress on the migration project through to completion of migration.

#### 3.3.7.5. Status Reports

Status Reports shall be bi-weekly or as required by the Contract Manager and shall contain the following information:

1. System summary including the following information:
  - a. Current number of Active Users
  - b. Uptime percentage for reporting period and overall
  - c. Listing of all active Work Orders with status and estimated completion dates
2. Status all tasks to have been completed in the reporting period.
3. Status any milestones from previous reporting periods that have not been achieved.
4. Tasks that due to be completed in the next reporting period.
5. Review the issue log (status on all current issues). Add new items discovered in the reporting period.

Status meetings shall be held following delivery of the Status Report to discuss the contents of the report and any other open issues.

#### 3.3.8 Consulting Services

Any Consulting Services in addition to those defined in Section 3.3.7 shall be provided based on Work Orders. DoIT may issue Work Orders on either a Fixed Price or Time & Materials (T&M) basis as needed throughout the contract period of performance. Services which may be acquired in this manner include, but are not limited to:

1. Additional services to assist DoIT in configuring the System to meet evolving organizational support needs
2. Additional Services to assist DoIT in migrating existing data from other sources to the new System
3. Training services to conduct training for System Administrators and other Users of the System
4. Services to assist DoIT in optimizing its Service Desk and infrastructure support services to utilize best practices as services are expanded to support other state organizations and agencies
5. Services to assist DoIT in extending its use of the System in additional ways to increase the utility of the System



### 3.3.9 End of Contract Transition Services

3.3.9.1. At DoIT’s discretion, the Contractor shall provide a draft and final Contract Completion Transition Plan 90 days prior to completion of the Contract outlining the steps necessary to transition activities to the Department or its designee. The Transition Plan shall include at a minimum:

- 1) Deliverables in a format acceptable to the Contract Manager:
  - a) All configuration controlled documents
  - b) Database schemas to enable migration of all State owned data to a new ITSM System
  - c) Open System Service Desk tickets related to the System, their status, steps to complete and chronological history
- 2) Description and status of all open Work Orders.
- 3) Tasks to be performed by Contractor to support the transition
- 4) Outgoing Contractor point of contact and contact information for use by the incoming Contractor
- 5) Identified risks and vulnerabilities
- 6) Assumptions

3.3.9.2. Contractor will provide transition support as outlined in the Transition Plan to:

- 1) Provide all State documents and data
- 2) Close Open System Service Desk tickets
- 3) Complete and/or close out all open Work Orders
- 4) Perform any additional tasks outlined in the Transition Plan.

### 3.3.10 Service Level Agreement

The Service Levels provided below are applicable to all service support provided by the Contractor in support of the System. Service levels are defined as follows:

1. Urgent: Any incident, issue or problem which results in an inability to use the System as designed by 10 or more Users, and for which there is no acceptable workaround solution
2. High: Any incident that prevents one or more Users from accessing or using the System or 5 or more Users who are prevented from using one or more functions of the System
3. Normal: Routine issues and problems which do not directly impact any User’s ability to access and use the System.

#### 3.3.10.1. Response and Remediation SLA

Service Levels	Response	Problem resolution or escalation	Response Availability
----------------	----------	----------------------------------	-----------------------

Service Levels	Response	Problem resolution or escalation	Response Availability
Urgent	15 minutes by phone 24X7 to the DoIT Primary and/or Secondary contacts.	1 hour	7 days/week, 24 hrs. a day
High	1 hour by phone/e-mail 24/7 to the DoIT Primary and/or Secondary contacts.	4 hours	7 days/week, 24 hrs. a day
Normal	1 hour by phone/e-mail Primary and/or Secondary contacts during working hours.	1 work day	5 days/week, Mon-Fri, 8AM-5PM

### 3.3.10.2. Availability SLA

The Cloud Software Provider shall provide availability of 99.9% for each month of this contract and any extensions thereto excluding pre-scheduled maintenance. The CSP shall document and provide its maintenance policies and pre-scheduled maintenance windows as part of the Service Support Manual (see Section 3.3.6). The CSP shall document and adhere to its published SLAs to include:

- Monthly Service Availability (Measured as total ITSM availability hours / Total hours within the month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.9%)
- Within 24 hours of an Urgent outage occurrence resulting in greater than 1-hour of unscheduled downtime: The CSP shall provide a root cause analysis and describe actions taken to remediate the problem.
- Routine maintenance windows shall be scheduled at least one week in advance, and require notification to the DoIT primary or secondary point of contract.
- Pre-scheduled maintenance shall not be performed during the period from 7:00 AM to 7:00 PM during weekdays excluding State holidays, State Furlough Days and State Reduction Days.

The CSP’s Service Level Agreements (SLAs) shall not be changed except as approved by the Contract Manager.

### 3.3.11 Service Credits in the Event of Deficiencies in Meeting SLAs

A **Service Credit** is an amount equal to the daily pro-rata monthly recurring subscription service fee. One Service Credit equals one (1) calendar day of subscription service for all subscriptions.

It is critical to the success of this Contract that services be maintained in a timely manner and that the Contractor operates in an extremely reliable manner. It would be impracticable and extremely difficult to fix the actual damage sustained by the Department in the event of certain delays or failures in administration and provision of services under this Contract. In the event that SLAs discussed in Section 3.3.10 are not achieved and that the failure is attributable to the Contractor or third parties working on behalf of the Contractor, Service Credits will be issued to the State by the Contractor.

#### 3.3.11.1. Remedies

- **System Availability.** The State of Maryland shall receive a Service Credit if it experiences performance issues in which System Availability (measured in a calendar month) is less than 99.9% and the source of the performance issue is within the sole control of the Contractor as determined by the description of the outage, the root cause analysis provided by the Contractor and the judgment of the Contract Manager.
- **Continuous Downtime in Excess of 120 Minutes.** The State of Maryland shall receive a Service Credit if it experiences performance issues in which System Availability is unavailable for a continuous period that exceeds 120 minutes and the source of the performance issue is within the sole control of the Contractor

#### 3.3.11.2. Service Credits must be initiated by the Department

In order to receive any of the Service Credits described, the Department must notify the Contractor in writing within ninety (90) days from the occurrence of any event for which Service Credit(s) are the remedy.

#### 3.3.11.3. Maximum Service Credits

In the event that the Department experiences downtime, in other than a catastrophic event, it shall be eligible to receive from the Contractor a Service Credit. The aggregate maximum number of Service Credits to be issued by the Contractor in a single calendar month shall not exceed fifteen (15) Service Credits.

### 3.3.12 Data

3.3.12.1. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of this Contract shall become the property of the Department. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations as required by Attachment A, Section 41.

3.3.12.2. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract. See Attachment A, Section 7.

### 3.3.13 Travel Reimbursement

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

Non-routine travel is defined as travel beyond the 50-mile radius of the Department's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: [www.DBM.maryland.gov](http://www.DBM.maryland.gov) - search: Fleet

Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or Work Order.

### 3.4 Security Requirements

#### 3.4.1 Employee Identification

- 3.4.1.1. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- 3.4.1.2. At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

#### 3.4.2 Information Technology

- 3.4.2.1. Contractors shall comply with and adhere to the Department IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.
- 3.4.2.2. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the Department. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the Department to connect Contractor-owned equipment to a State LAN/WAN.

#### 3.4.3 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Manager with completed checks on all employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Manager.

#### 3.4.4 Physical Security:

Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo

identification.

### 3.4.5 On-site security requirement(s)

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

- 3.4.5.1. Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- 3.4.5.2. Further, the Contractor, its employees and agents and subcontractors' 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 by the Contractor will be necessary. The failure of any of the Contractor's or subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the Department to immediately terminate that Contract for default.

## 3.5 Labor Categories and Qualifications

The Labor Categories are identified and described below. Each Labor Category includes Titles, Duties, required Education and required Experience (General and Specialized).

### 1. Analyst, Computer Systems (Junior)

**Duties:** Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems. Assists senior computer systems analyst in preparing input and test data for the proposed System.

**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.

**General Experience:** Must have three (3) years of computer experience in assignments of a technical nature working under close supervision and direction.

**Specialized Experience:** At least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

### 2. Analyst, Systems (Senior)

**Duties:** Serves as a computer systems expert on assignments that typically involve establishing automated systems, where concern is with overall life cycle structure; and conducts feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

**Education:** Bachelor's Degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field.

**General Experience:** A minimum of eight (8) years of experience in information technology systems analysis.

**Specialized Experience:** At least five (5) years of the experience in the design of business applications on complex IT systems. Requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

### **3. Business Process Consultant (Senior)**

**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 business units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across business units and across IT functions. Produces Business Process workflow diagrams and other business process artifacts. Resolves problems and improves business units' technical environments.

**Education:** Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field.

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

**Specialized Experience:** At least five (5) years of experience in reengineering large scale business processes.

### **4. Database Management Specialist (Senior)**

**Duties:** Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

**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.

**General Experience:** Must have six (6) years of experience in DBMS systems analysis and programming.

**Specialized Experience:** At least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.



## 5. Engineer, Network (Senior)

**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 contract. The certification criteria are determined by the network operating system vendor.

**General Experience:** Nine (9) years of experience in a computer-related field.

**Specialized Experience:** Seven (7) 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.

## 6. Help Desk Manager

**Duties:** Provides daily supervision and direction to staff that are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and other network services. Manages personnel who serve as the first point of contact for troubleshooting hardware and software PC and printer problems.

**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.

**General Experience:** This position requires a minimum of seven (7) years of experience in the management of a Help Desk. General experience includes information systems development, network and other work in the client/server field, or related fields.

**Specialized Experience:** At least five (5) years of specialized experience includes management of help desks in a multi-server environment, comprehensive knowledge of PC operating systems (e.g., DOS, Windows), networking and mail standards, and supervision of help desk employees. Demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

## 7. Process Consultant (Senior)

**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 business units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across business units and across IT functions. Resolves problems and improves business units' technical environments.

**Education:** Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field.

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

**Specialized Experience:** At least five (5) years of experience in reengineering large scale business processes.

## 8. Project Manager

**Duties:** The Project Manager is assigned the management of a specific project and the work performed under assigned Work Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

**Education:** Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Project Management Professional or other equivalent project management certification required.

**General Experience:** At least five (5) years of experience in project management.

**Specialized Experience:** At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

## 9. Quality Assurance Consultant (Senior)

**Duties:** Provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. Establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement. Provides strategic quality plans in targeted areas of the organization. Provides QA strategies to ensure continuous production of products consistent with established industry standards, government regulations and customer requirements. Develops and implements life cycle and QA methodologies and educates, and implements QA metrics.



**Education:** Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline.

**General Experience:** At least eight (8) years information systems quality assurance experience.

**Specialized Experience:** At least five (5) years of experience working with statistical methods and quality standards. Must have good QA/process knowledge and possess superior written and verbal communication skills.

## 10. Security, Data 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:** 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 IT work experience in data security.

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

## 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.

**General Experience:** Must have seven (7) years of experience in the IT field.

**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.

## 12. Subject Matter Expert (Senior)

**Duties:** The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas. Defines

requirements, performs analyses, and develops plans and requirements for systems.

**Education:** Bachelor's Degree from an accredited college or university in the specific discipline required by the State.

**General Experience:** At least twelve (12) years of relevant industry experience in the discipline is required.

**Specialized Experience:** At least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

### **13. 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.

**General Experience:** Must have four (4) years of experience in computer software development.

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

### **14. 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.

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

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

### **15. 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.

**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.

## 3.6 Performance and Personnel

### 3.6.1 Work Hours

- 3.6.1.1. **Business Hours Support:** The Contractor's collective assigned personnel shall support core business hours (9:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department. Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- 3.6.1.2. **Scheduled Non-Business Hours Support:** After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- 3.6.1.3. **State-Mandated Service Reduction Days:** Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor will be notified in writing by the Contract Manager of these details.
- 3.6.1.4. **Minimum and Maximum Hours:** Full-time Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the Contract Manager. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- 3.6.1.5. **Vacation Hours:** Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### 3.6.2 Performance Issue Mitigation

At any time during the Contract period of performance, should the performance of a Contractor resource be unsatisfactory DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

1. The Contract Manager shall document performance issues and give written notice to the Contractor, clearly describing problems and delineating remediation requirement(s)
2. The Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the Contract Manager
3. Should performance issues persist, the Contract Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

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

## 3.7 Deliverables

### 3.7.1 Deliverable Submission

For every deliverable, the Contractor shall request that the Contract Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment R) with the deliverable. The Contract Manager will acknowledge receipt of the deliverable via e-mail using the provided form.

Section 3.10.1 provides guidance with respect to deliverables that require use of a DPAF form. For all applicable deliverables, contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment S, to the Contract Manager in MS Word (2007 or greater).

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

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

For any written deliverable, the Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.7.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.7.3.

### 3.7.2 Fixed Price Deliverable Acceptance

A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.7.4 Deliverable Descriptions/Acceptance Criteria.

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

The Contract Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating “Accepted” and signed by the Contract Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.10. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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

### 3.7.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated

final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**3.7.4 Deliverable Descriptions / Acceptance Criteria**

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

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
3.7.4.1	Initial Subscription Activation with First Year Subscription including <ul style="list-style-type: none"> <li>• System Access</li> <li>• System Documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Access to fully functional testing environment for 50 Users.</li> </ul> Note: Subscription billing cannot start until this deliverable is accepted with a DPAF form.	NTP + 15 business days
3.7.4.2	System Access to Production Environment	<ul style="list-style-type: none"> <li>• Access to fully functional production environment for up to the currently registered Users.</li> </ul> Note: Subscription billing cannot start until this deliverable is accepted with a DPAF form.	NTP + 30 business days
3.7.4.3	Monthly Active User Report	A report provided monthly in conjunction with the Contractor’s billing cycle which provides: <ul style="list-style-type: none"> <li>• The Names of all Active System Users</li> <li>• Activation dates for all Active System Users</li> <li>• A count of total Active System Users</li> </ul> This report is used as backup for the Monthly Subscription Billing.	Monthly, in conjunction with Contractor’s billing cycle.
3.7.4.4	Monthly Subscription Activation including System Access	Access to fully functional System environments for Department’s use by additional Users as required.  See Section 3.3.5.	On a monthly basis as described in Section 3.3.5.
3.7.4.5	Service Support Manual	A document which provides: <ul style="list-style-type: none"> <li>• A description of the process to</li> </ul>	NTP + 30 business days.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		<p>be used by DoIT to obtain operational system support for the System</p> <ul style="list-style-type: none"> <li>• A description of the Contractor’s support organization with contact names, e-mail addresses and telephone numbers</li> <li>• A description of the Service Level Agreement between Contractor and DoIT and processes to be used by Contractor to ensure that these service levels are maintained. See Section 3.3.10.</li> <li>• A description of pre-scheduled maintenance policies and windows for operation</li> <li>• Backup and Restore procedures</li> <li>• 3.7.4.5 Trouble Ticket escalation procedures.</li> </ul> <p>Note: Subscription billing cannot start until this deliverable is accepted with a DPAF form.</p>	
3.7.4.6	<p>Integrated Project Schedule (Task 3.3.7.4)</p>	<p>Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both DoIT and Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours.</p>	<p>Initial Draft Delivery: NTP+ 10 business days</p> <p>Baseline Schedule 5 days after DoIT review</p> <p>Updated bi-weekly and provided with bi-weekly Status Report.</p>
3.7.4.7	<p>Status Reports</p>	<p>Status reports shall include the information described in Section 3.3.7.5.</p>	<p>Monthly, beginning one month after NTP</p>
3.7.4.8	<p>Status Meetings</p>	<p>A status meeting shall be held to discuss the status report and any other issues with the Contract</p>	<p>Bi-Weekly, no more than 2 business days after delivery of the Status</p>



ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		Manager.	Report
3.7.4.9	End of Contract Transition Plan	A transition plan containing as a minimum, the information described in Section 3.3.9.	90 days prior to end of Contract

### **3.8 Work Order Process**

1. Additional services will be provided via a Work Order process. A Work Order may be issued for either Fixed Price or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.
2. The Contract Manager shall e-mail a Work Order Request (See Attachment T) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
  - a) Technical requirements and description of the service or resources needed
  - b) Performance objectives and/or deliverables, as applicable
  - c) Due date and time for submitting a response to the request
  - d) Required place(s) where work must be performed
3. The Contractor shall e-mail a response to the Contract Manager within the specified time and include at a minimum:
  - a) A response that details the Contractor’s understanding of the work;
  - b) A price to complete the Work Order Request using the format provided in Attachment T;
  - c) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment A and Section 3.5;
  - d) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
  - e) State-furnished information, work site, and/or access to equipment, facilities, or personnel;
  - f) The proposed personnel resources, including any subcontractor personnel, to complete the task.
4. For a T&M Work Order, the Contract Manager will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Manager will review the response and will confirm the proposed prices are acceptable.
5. The Contract Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for approval. The Procurement Officer can issue a change order to the RFP if necessary.
6. Proposed personnel on any type of Work Order shall be approved by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying their intended labor category



from the Labor Categories in Section 3.5 utilizing the Labor Classification Resume Summary (Attachment Q). The Contract Manager shall have the option to interview the proposed personnel. After the interview, the Contract Manager shall notify the Contractor of acceptance or denial of the personnel.

7. The Contract Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

### **3.9 Insurance Requirements**

- 3.9.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.9.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.9.3 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
  - a. Workers Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Long shores and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- 3.9.4 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.9.5 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

### **3.10 Invoicing**

- 3.10.1 Invoicing shall be submitted as shown in the table below.

<b>Requirement Reference</b>	<b>Deliverable References</b>	<b>Description</b>	<b>DPAF Requirement</b>	<b>Invoicing Instructions</b>
3.3.4	3.7.4.1 3.7.4.2	Test Environment Production Environment	Yes. Required for Subscription invoicing (Ref. deliverable 3.7.4.3) to commence	Not separately priced (NSP) Bundled with Subscription pricing and invoicing.
3.3.5	3.7.4.3 3.7.4.4	Subscription service	No however, Contract Manager must approve the monthly Active System User Report.  Note that DPAF IS required for Subscription Services to start based on delivery of other services. Once Subscription Services invoicing has begun, no DPAF required.	Monthly User Report used to determine number of current subscriptions to invoice. User Report shall be submitted as backup documentation for the Subscription Invoice.
3.3.6	3.7.4.5	Operational Support Services, including Service Support Manual	Yes. DPAF for Service Support Manual before Subscription invoicing can begin	NSP Bundled with Subscription pricing and invoicing.
3.3.7	3.7.4.6 3.7.4.7 3.7.4.8	Professional Services, includes Integrated Project Schedule  Bi-weekly Status Report  Status Meeting	Yes, DPAF submitted by Contractor after last Status Meeting of each month for Contract Manager Approval.	Invoice submitted for Professional Services monthly by 15 <sup>th</sup> of following month for the monthly Fixed Price.

<b>Requirement Reference</b>	<b>Deliverable References</b>	<b>Description</b>	<b>DPAF Requirement</b>	<b>Invoicing Instructions</b>
3.3.8	N/A	Fixed Price Work Orders	Yes, DPAF submitted for approval at the conclusion of the Work Order unless separate arrangements defined in the work order.	Invoice submitted based on conclusion of Work Order.
3.3.8	N/A	Time and Material Work Orders	Yes, timesheets submitted monthly by the 5 <sup>th</sup> work day of the next month with attached DPAF for Contract Manager approval.	Invoice submitted by 15 <sup>th</sup> of next Month accompanied by approved DPAF.
3.3.9	3.7.4.8	End of Contract Transition Service	Yes, DPAF submitted for services	Paid with final contract Invoice

Invoices shall be accompanied by signed notice(s) of acceptance (DPAF). Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment S) is not submitted, with the exception of Subscription Services.

Proper invoices for payment shall contain the Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the Contract Manager for payment approval.

### 3.10.2 Time Sheet Submission and Acceptance

This section is applicable to all Work Orders only.

If personnel are working on a T&M basis work on multiple work orders at the same time, timesheets shall separately identify hours worked on each Work Order.

Within five (5) business days after the last day of the month, the Contractor shall submit a monthly timesheet for the preceding month providing data for all T&M resources provided under the contract.

At a minimum, each monthly timesheet shall show:

1. Title: Service Support Management Software as a Service, Contract # F50B4400105
2. Issuing company name, address, and telephone number
3. For each employee /resource:
  - a) Employee / resource name

- b) For each week ending date, e.g., “Week Ending: mm/dd/yyyy” (weeks run Sunday through Saturday)
  - i) Tasks completed that week and the associated Work Orders, deliverable names and ID#s
  - ii) Number of hours worked each day for each Work Order
  - iii) Total number of hours worked that week for each Work Order
  - iv) Weekly variance above or below 40 hours
  - v) Annual number of hours planned under the contract.
  - vi) Annual number of hours worked to date
  - vii) Balance of hours remaining
  - viii) Annual variance to date (Sum of weekly variances).
4. Signature and date lines for the Contract Manager.

Submission of timesheets shall be to the Contract Manager for approval by signature. Contract Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

### 3.10.3 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

1. A proper invoice shall identify DoIT as the recipient and contain the following information: date of invoice, Contract Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a Contractor point of contact with telephone number. Also include for each person covered by the invoice working on a T&M Work Order, the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
2. The Contractor shall e-mail the original of each invoice and additional documentation as required by Section, 3.10.1 for each deliverable being invoiced to DoIT at [doitfiscal.invoiceservice@maryland.gov](mailto:doitfiscal.invoiceservice@maryland.gov), with a copy to the Contract Manager.
3. Invoice for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

## 3.11 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide MBE Monthly Reports based upon the commitment to the goal as required in Attachment D.

## 3.12 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide VSBE Monthly Reports based upon the commitment to the goal as required in Attachment M.

### 3.13 SOC 2 Type II Audit Report

- 3.13.1 The Cloud Service Provider shall have an annual audit performed by an independent audit firm of its handling of the Department’s critical functions and/or sensitive information, which is identified as storing and communicating critical and sensitive information related to the network and computing infrastructure in the State of Maryland supported by DoIT (collectively referred to as the “Information Functions and/or Processes”). Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy* (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:
- i. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type II Report. The SOC 2 Report shall be completed annually at the following intervals: Report to be submitted three months following the end of the Contract Year for the prior Contract Year.
  - ii. The SOC 2 Report shall report on a description of the Cloud Service Provider’s System and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality, as defined in the Guidance.
  - iii. The SOC 2 Report shall include work performed by subcontractors that provide essential support to the Cloud Service Provider for the Information Functions and/or Processes for the services provided to the Department under the Contract. The Cloud Service shall ensure the performance of the SOC 2 Audits includes its subcontractor(s).
  - iv. All SOC 2 Audits, including the SOC 2 Audits of Cloud Service Provider’s subcontractors, shall be performed at the Cloud Service Provider’s expense.
  - v. The Cloud Service Provider shall promptly provide a complete copy of the final SOC 2 Report to the Department’s Contract Manager upon completion of each SOC 2 Audit engagement.
  - vi. The Cloud Service Provider shall provide to the Department’s Contract Manager, within 30 calendar days of the issuance of the final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Cloud Service Provider along with the date(s) when each remedial action is to be implemented.
  - vii. If the Cloud Service Provider currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes services being provided by the Cloud Service Provider to the Department under the Contract, and if that assessment generally conforms to the

content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Cloud Service Provider's current audits are acceptable in lieu of the SOC 2 Report(s).

- viii. If the Cloud Service Provider fails at any time to obtain an annual SOC 2 Audit during the term of this contract, the Department shall have the right to retain an independent audit firm to perform a SOC 2 Audit of the Department's Information Functions and/or Processes being hosted by the Cloud Service Provider. The Cloud Service Provider agrees to allow the independent audit firm to access its facility for purposes of conducting the SOC 2 Audit. The Cloud Service Provider shall cooperate with the Department or the Department's designated auditor and shall provide the necessary assistance for the Department or the Department's designated auditor to conduct a SOC 2 Type II audit according to the Guidance. The Department will invoice the Cloud Service Provider for the expense of the SOC 2 Audit

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

## Section 4 PROPOSAL FORMAT

### 4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

### 4.2 Proposals

- 4.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies. Unless the resulting package will be too unwieldy, the Department’s preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:
- The RFP title and number,
  - Name and address of the Offeror, and
  - Closing date and time for receipt of Proposals
- 4.2.2 An electronic version of the Technical Proposal in Microsoft Word format (version 2007 or greater) shall be enclosed with the original Technical Proposal. An electronic PDF version of all required attachments to the Technical Proposal shall also be provided (See Section 4.4.3). Electronic versions of the Financial Proposal in Microsoft Excel format (version 2009 or greater) and PDF format shall be enclosed with the original Financial Proposal.
- 4.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”).
- 4.2.4 Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).
- 4.2.5 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 4.2.6 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.



### 4.3 Delivery

4.3.1 Offerors may deliver proposals as follows.

4.3.1.1. For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

4.3.1.2. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.3.2 **Proposals may not be submitted by e-mail or facsimile.**

4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

### 4.4 Volume I – Technical Proposal

**Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing information is to be included only in the Financial Proposal (Volume II).**

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” provide the unbound original, all copies, and the electronic media. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.2.1 “Title and Table of Contents,” Section 4.4.2.2 “Claim of Confidentiality.” In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (ex. “Section 3.2.1 Response.”) This Proposal organization allows direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

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

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

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 shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

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

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

4.4.2.3. Transmittal Letter (Submit under TAB B)

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

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.2.4); and
- Acknowledgement of all addenda to this RFP.

4.4.2.4. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

The Offeror shall document all assumptions and exceptions. If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

Acceptance or rejection of exceptions is within the sole discretion of the Department. If there are no assumptions, the Offeror shall so state.

4.4.2.5. Minimum Qualifications Documentation (Submit under TAB D)

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Qualifications in Section 2.1, Offeror’s Personnel Minimum Qualifications in Section 2.2, and the Minimum System Requirements in Section 2.3 .

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.1.1	Offeror shall provide evidence that it is an authorized reseller of the proposed SaaS ITSM solution.	Offeror provide evidence of compliance
2.1.2	<p>Offeror shall demonstrate three (3) examples where the company has provided two (2) years of continuous experience providing SaaS ITSM licensing and professional transition support services. The examples must:</p> <p>a) Be separate, non-related deployments (i.e. different User communities)</p> <p>b) Each have at least 5000 Customers and 100 Users</p>	<p>Offeror provide evidence of compliance with 3 examples. For each example provide:</p> <ul style="list-style-type: none"> <li>• Name of company/organization supported.</li> <li>• Start Date</li> <li>• Stop Date if applicable</li> <li>• Number Users Supported</li> <li>• Number of Customers supported</li> <li>• Name and contact information for an individual in the organization that can attest to the engagement.</li> </ul>

<b>Reference</b>	<b>Offeror Company Minimum Requirement</b>	<b>Evidence of Compliance</b>
2.2	<p>For the personnel proposed under this RFP, proposed resources must meet all minimum qualifications for the applicable labor category in Section 3.5. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.</p> <p>The proposed Subject Matter Expert (SME) must meet the following minimum requirements:</p> <ol style="list-style-type: none"> <li>1. Meet the requirements for the SME Labor Category in Section 3.5.</li> <li>2. Have at least two (2) years of direct configuration and migration experience with the ITSM System being proposed.</li> </ol>	<p>Offerors shall provide a completed copy of Attachment Q as an attachment to the proposal demonstrating compliance with Section 2.2.</p>
2.3.1	<p>The System offered must be currently installed and providing SaaS ITSM support in at least three (3) separate entities, with at least one installation that supports at least 200 Users and 40,000 Customers.</p>	<p>For each System instance, provide:</p> <ol style="list-style-type: none"> <li>1. Name of Organization</li> <li>2. Contact Name, telephone number and e-mail address.</li> <li>3. Total Users and Customers</li> <li>4. Data of installation.</li> <li>5. Contact must be accessible to verify information provided</li> </ol>
2.3.2	<p>Offeror shall provide evidence that the proposed software meets the Minimum Software Requirements by submitting a completed version of Attachment W and successfully completing the System Demonstration described in Scenario 1 of Attachment Y.</p>	<p>Offerors shall provide a completed copy of Attachment W as an attachment to the proposal demonstrating compliance with Section 2.3</p>

4.4.2.6. Proposed Personnel and Contract Staffing (Submit as TAB E)

1. Complete and provide Attachment Q – Labor Classification Personnel Resume Summary (form) for each named person in the proposal. The information shall show each proposed person’s skills and experience as they relate to the Offeror’s proposed solution and Section 3 – Scope of Work. These forms shall be submitted as Tab E in the Proposal.
  2. Provide evidence in the Labor Classification Personnel Resume Summary that proposed personnel possess the required qualifications and certifications in accordance with Section 2.2 Offeror’s Personnel Minimum Qualifications.
  3. Provide three (3) references per proposed personnel containing the information listed in Attachment Q, Form Q-B.
  4. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this RFP in response to Work Orders, and how the Contractor Personnel shall be managed. Include:
    - a) Planned team composition by role for initial System implementation (**Important!** **Identify specific names and provide history only for the proposed resources required for evaluation of this RFP**).
    - b) Process and proposed lead time for locating and bringing on board resources that meet Contract needs
    - c) Description of approach for quickly substituting qualified personnel after start of Contract.
  5. Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this Contract.
- 4.4.2.7. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB F)
1. **Scope of Work Requirements:** The Offeror shall address each Scope of Work requirement (Section 3.3) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the Department is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
  2. **Work Plan:** The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. Offeror shall include a Microsoft Project Schedule as a part of the

Work Plan. The Project Schedule shall include all tasks to be performed by both Contractor and Department to transition from the legacy system to the proposed System. The Project Schedule shall include:

- A work breakdown structure organizing all tasks
  - All task dependencies
  - Duration estimates for all tasks
  - Resource loading estimates for all tasks
  - Identification of the Critical Path
3. **Service Support Manual:** Provide a draft version of the Service Support Manual, providing information as required by Section 3.3.6.
  4. **Work Location:** The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the Department's requirements as outlined in this RFP.
  5. **Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks.
  6. **Security and identity management:** Provide an overall description of Offeror's proposed System to provide effective security of system data and methods used to provide both Single Sign On and also providing accounts with user names and passwords.
  7. **Reporting:** Provide an overall description of the System's proposed approach to providing reports, including standard, ad hoc reports and dashboards. Provide a list of standard reports supported by the System. Describe capabilities to save, delete, edit, share, print and export reports in different formats. Discuss the System's capability to perform trend analysis on Incidents, Problems, Assets and Service Requests.
  8. **Program Interfaces (API):** Describe the System's capabilities with respect to APIs. Describe in detail the capabilities of all API's provided by the System. Identify and describe any third party API's supported by the System.
  9. **High Availability:** Describe Offeror's high availability and resiliency capabilities which will enable Offeror to meet SLAs provided in Section 3.3.10.
  10. **Other System Features:** Provide a separate discussion of all items in Attachment X that were marked as:
    - d) CW – Configuration with Cost
    - e) TP –Third Party
    - f) NM – Not Met
    - g) FR – Future Release.

4.4.2.8. Experience and Qualifications of Proposed Staff (Submit under TAB G)

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

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel, including key personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

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

#### 4.4.2.9. Offeror Qualifications and Capabilities (Submit under TAB H)

Offeror shall provide the number of years the Offeror has provided similar services;

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

The Offeror shall include information on past experience with three (3) similar contracts. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

For each identified contract, the Master Contractor shall provide the following:

1. Contract or task order name
2. Name of organization
3. Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
4. Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not
5. Dollar value of the contract
6. Indicate if the contract was terminated before the original expiration date
7. Indicate if any renewal options were not exercised.



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

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

1. The State contracting entity;
2. A brief description of the services/goods provided;
3. The dollar value of the contract;
4. The term of the contract;
5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

4.4.2.11. Financial Capability (Submit under TAB J)

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

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

- a. Dunn and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

4.4.2.12. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.9. See Section 5.6 for the required insurance certificate submission for the recommended Offeror.

4.4.2.13. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description

of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Section 4.4.2.6 and 4.4.2.7 for additional Offeror requirements related to Subcontractors.

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

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

#### 4.4.3 Additional Required Technical Submissions

The following documents shall be completed, signed, and included in the Technical Proposal,

1. Attachment W, Minimum System Requirements (TAB M)
2. Attachment X, Other System Features (TAB N)
3. Attachment B, Completed Bid/Proposal Affidavit (TAB O)
4. Attachment G-1, Completed Maryland Living Wage Requirements Affidavit of Agreement (TAB P)
5. Attachment I, completed Conflict of Interest Affidavit and Disclosure (TAB Q)
6. Attachment N, completed Location of the Performance of Services Disclosure (TAB R)
7. Attachment P, completed Non-disclosure Agreement (Offeror) (TAB S)
8. Attachment Q, completed Labor Classification Personnel Resume Summary for each person identified as Key Personnel.(TAB T)
9. Copy of TOS to be negotiated and signed by Cloud Service Provider and the Department to provide services in the event that Offer is selected as the winner of this Contract (TAB U)
10. Draft Work Plan and Project Schedule. Provide the Work Plan and both paper and a Microsoft Project erosion of the Project Schedule (Tab V)

11. Draft Service Support Manual, Provide a copy of the Draft Service Support Manual (TAB W)

#### **4.5 Volume II – Financial Proposal**

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy, four (4) copies, and electronic versions in Microsoft Excel and PDF of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Price Form only as provided in the Price Form Instructions and the Price Form itself.

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

## Section 5 Evaluation Criteria and Selection Procedure

### 5.1 Evaluation Committee

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

### 5.2 Technical Proposal Evaluation Criteria

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

- 5.2.1 The extent to which Offeror meets the functional and non-functional Other System Features described in Attachment X and in Section 3.
- 5.2.2 Offeror's Technical Response to RFP Requirements and Work Plan.
- 5.2.3 The extent to which the TOS provided in TAB U and Draft Service Support Manual in TAB W in Offeror's proposal ensures that the Cloud Service Provider will meet the requirements of Section 3.
- 5.2.4 Offerors demonstrated ability to provide Professional Services and Consulting Services as required in Sections 3.3.7 and 3.3.8 and as evidenced in the draft Work Plan and Integrated Schedule provided in TAB V.
- 5.2.5 Experience and Qualifications of Proposed Staff and Staffing Plan for additional personnel.
- 5.2.6 Offeror Qualifications and Capabilities, including proposed Subcontractors.

### 5.3 Financial Proposal Evaluation Criteria

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

### 5.4 Reciprocal Preference

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

- The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state.

- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

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

## 5.5 Selection Procedures

### 5.5.1 General

- 5.5.1.1. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the Department may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the Department reserves the right to make an award without holding discussions.
- 5.5.1.2. In either case (i.e., with or without discussions), the Department may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the Department finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

### 5.5.2 Selection Process Sequence

- 5.5.2.1. Proposals will be assessed throughout the evaluation process for compliance with the Minimum Qualifications and Minimum System Requirements listed in Section 2 of this RFP. Offerors must acknowledge the ability of the offered software to perform all Minimum System Requirements in Attachment W in order to be deemed susceptible for award and be provided an opportunity for a system demonstration and oral presentation.
- 5.5.2.2. Technical Proposals are evaluated for technical merit and ranked. During this review, an oral presentation and System demonstration shall be held. The purpose of the oral presentation and System Demonstration is to assure a full understanding of the Department's requirements, the capability of the offered System and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the Department. Offerors will be contacted by the Department as soon as any discussions are scheduled. The first agenda item on the agenda for the Oral Presentation and System

Demonstration is completion of a Scenario that demonstrates certain System Minimum Requirements. Failure to pass this Scenario by completing all elements will result in cancelation of the remainder of the meeting and a determination that the Offeror is deemed not reasonably susceptible for award.

- 5.5.2.3. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.5.2.4. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.5.2.5. When in the best interest of the Department, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The Department may make an award without issuing a request for a BAFO.

### 5.5.3 Award Determination

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

## 5.6 Documents Required upon Notice of Recommendation for Contract Award

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

- a. Contract (Attachment A),
- b. Contract Affidavit (Attachment C),
- c. Non-Disclosure Agreement (Attachment J),
- d. Executed copy of TOS which has been negotiated and accepted by DoIT.

## 5.7 COMMENCEMENT OF WORK UNDER A CONTRACT

Commencement of work in response to a Contract shall be initiated only upon issuance of a fully executed Contract, a Non-Disclosure Agreement (Contractor), a Purchase Order, and by a Notice to Proceed authorized by the Procurement Officer. See Attachment U - Notice to Proceed (sample).

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



## Section 6 RFP Attachments

The following table provides a list of the Attachments to this RFP.

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this RFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment A	Contract	Applicable	Submit after Award
Attachment B	Bid Proposal Affidavit	Applicable	Submit with Proposal
Attachment C	Contract Affidavit	Applicable	Submit after Award
Attachment D	Minority Business Enterprise Forms	Not Applicable	Do not Submit
Attachment E	Pre-proposal Conference Directions and Response Form	Applicable	Submit prior to Pre-proposal Conference
Attachment F	Financial Proposal Instructions and Forms	Applicable	Submit with Proposal
Attachment G	Living Wage Requirements for Service Contracts	Applicable	Submit with Proposal
Attachment H	Federal Funds Attachment	Not Applicable	Do not Submit
Attachment I	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with Proposal
Attachment J	Non-disclosure Agreement (Contractor)	Applicable	Submit after Award
Attachment K	HIPAA Business Associate Agreement	Not Applicable	Do not Submit
Attachment L	Mercury Affidavit	Not Applicable	Do not Submit
Attachment M	Veteran Owned Small Business	Not Applicable	Do not Submit
Attachment N	Location of the Performance of Service Disclosure	Applicable	Submit
Attachment O	DHR Hiring Attachment	Not Applicable	Do not Submit
Attachment P	Non-disclosure Agreement (Offeror)	Not Applicable	Do not Submit
Attachment Q	Labor Classification Personnel Resume Summary	Applicable	Submit with Proposal
Attachment R	Agency Receipt of Deliverable Form	Applicable	Do not Submit
Attachment S	Deliverable Product Acceptance Form	Applicable	Do not Submit
Attachment T	Sample Work Order Form	Applicable	Do not Submit
Attachment U	Sample Notice to Proceed	Applicable	Do not Submit
Attachment V	Performance Evaluation Form	Not Applicable	Do not Submit
Attachment W	Minimum System Requirements	Applicable	Submit with Proposal
Attachment X	Other System Features	Applicable	Submit with Proposal

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this RFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment Y	System Demonstration Features and Scenarios	Applicable	Submit with Proposal
Attachment Z	ITIL Glossary and Definition of Terms – English	Applicable	Do not Submit

## **Attachment A CONTRACT (Sample)**

### **Information Technology Support Management (ITSM) Software as a Service (SaaS)**

THIS CONTRACT (the “Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ and the STATE OF MARYLAND, acting through the Department of Information Technology (DoIT).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

#### **1. Definitions**

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract Manager” means the Department employee identified in Section 1.6 of the RFP as the Contract Manager.
- 1.3 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.4 “Department” means the DoIT
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.
- 1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the RFP as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals for Information Technology Support Management (ITSM) Software as a Service (SaaS) Solicitation #F50B4400105 and any addenda thereto issued in writing by the Department.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal dated \_\_\_\_\_.

#### **2. Scope of Contract**

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-D listed in this section and incorporated as part of this Contract. 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:

Exhibit A – The RFP

Exhibit B – State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

Exhibit C – The Proposal (Technical and Financial)

Exhibit D – Cloud Service Provider’s Terms of Service dated \_\_\_\_\_

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. 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 the 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.
- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### 3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately five (5) years beginning \_\_\_\_\_ and ending on \_\_\_\_\_.
- 3.2 Further, this Contract may be extended for two (2) periods of five years each at the sole discretion of the Department and at the prices quoted in the Financial Proposal for Option Years. If the first option period is exercised, then the contract will end on \_\_\_\_\_. If the second option is exercised, then the contract will end on \_\_\_\_\_.
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

#### 4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Price Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ \_\_\_\_\_, which includes \$ \_\_\_\_\_ for the base period, \$ \_\_\_\_\_ for option period #1, and \$ \_\_\_\_\_ for option period #2.

Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the Department fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the Department and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete Department-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 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.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

- 4.5 Contractor's eMarylandMarketplace vendor ID number is \_\_\_\_\_.

## 5. Rights to Records

- 5.1 The Contractor agrees that any data and work first created or produced by the Contractor for purposes of the Contract, including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, and computations 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.
- 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 made for hire for the State, the Contractor hereby 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.
- 5.3 The Contractor shall report to the Contract Manager, 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.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## 6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material created or generated, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

## 7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, 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.

- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 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 will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## 8. Confidentiality

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, 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 that 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.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

## 9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or 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 recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions



undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

## 10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland 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 performance under this Contract.
- 10.4 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 performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

## 11. Intellectual Property Indemnification

Contractor expressly agrees to defend, save, hold harmless, and indemnify the State of Maryland and their agencies, subdivisions, officers, directors, employees and agents from any and all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Services or Product or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "intellectual property rights") of any third party. If Contractor believes at any time that the Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of State's prior written consent, which the State shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and



functionality of the replaced item; or (ii) obtain for State the right to continue to use the infringing item; (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Services continue to function in conformance with the applicable acceptance criteria set forth in the Contract, and the State may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable for any claim for infringement based solely on the following:

- a) The State's modification of the Services other than as set forth in this Contract, the Product or Services' or System's specifications, or without the written permission of Contractor;
- b) Use of the Services in a manner other than as contemplated by this Contract, their specifications, or as authorized in writing by Contractor;
- c) Use of the Services in combination, operation, or use of with other products in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

## **12. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, 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.

## **13. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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 thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier.

Contemporaneously with or within thirty (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.

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

#### **14. 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 underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### **15. 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 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 this Contract.

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

#### **17. 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.

### **18. 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 21.07.01.12A (2).

### **19. Delays and Extensions of Time**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, 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.

### **20. 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 may determine to be appropriate for the convenience of the State.

### **21. Pre-Existing Regulations**

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, 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.

### **22. Financial Disclosure**

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements 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 thirty (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.

### **23. Political Contribution Disclosure**

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, 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 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. The statement shall be filed with the State Board of Elections: (a) 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 (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

### **24. Documents Retention and Inspection Clause**

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder 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 the Procurement Officer or 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. This Section 24 shall survive expiration or termination of the Contract.

### **25. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, 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;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 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.

### **26. 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 its Bid/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 its Bid/Proposal, was inaccurate, incomplete, or not current.

### **27. 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 provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

### **28. Liability**

- 28.1 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, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
  - b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
  - c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

### **29. Parent Company Guarantee (If Applicable)**

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

### **30. Commercial Nondiscrimination**

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. 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.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

### **31. Prompt Pay Requirements**

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:



- a. Not process further payments to the contractor until payment to the subcontractor is verified;
  - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
  - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - e. Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:
- 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.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
  - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
  - c. Result in liability against or prejudice the rights of the Department.
- 31.4 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 (MBE) program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
  - b. This verification may include, as appropriate:



- i. Inspecting any relevant records of the Contractor;
- ii. Inspecting the jobsite; and
- iii. Interviewing subcontractors and workers.
- iv. Verification shall include a review of:
  - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
  - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
  - i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

### **32. Contract Manager and Procurement Officer**

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

### **33. 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: Michael Meinel

Procurement Officer  
Department of Information Technology  
45 Calvert Street, Room 442  
Annapolis, MD. 21401  
Attention: Michael Meinel

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

**34. Federal Department of Health and Human Services (DHHS) Exclusion Requirements**

Clause not required for this contract.

**35. Confidentiality**

The Contractor agrees to keep information obtained in the course of this contract confidential. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

**36. Compliance with HIPAA and State Confidentiality Law**

Clause not required for this contract.

**37. Hiring Agreement**

Clause not required for this contract.

### **38. Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

### **39. Liquidated Damages**

Clause not required for this contract.

### **40. Living Wage**

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

### **41. Ownership of Data**

The State of Maryland shall own all right, title and interest in its data that is collected in connection with the services rendered under this contract. The Cloud Service Provider shall not access State of Maryland User accounts, or State of Maryland Data, except

- (i) in the course of data center operations,
- (ii) response to service or technical issues,
- (iii) as required by the express terms of this contract, or
- (iv) at State of Maryland's written request.

### **42. Data Security Breach**

The Cloud Service Provider shall inform the State of Maryland of any security breach that jeopardizes the State of Maryland data or processes. This notice shall be given to the State of Maryland within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, the Cloud Service Provider shall inform the State of Maryland of the actions it is taking or will take to reduce the risk of further loss to the State.

### **43. Data Security Breach Liability**

In the event of any security breach, the Cloud Service Provider shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor and/or Cloud Service Provider all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

#### **44. Public Breach Notification**

The Maryland Personal Information Protection Act requires public breach notification when citizen's personally identifiable information is lost or stolen. The law requires any business that keeps electronic records containing the personal identifying information of Maryland residents to notify those residents if their information is compromised. All such notifications required as a result of a loss or theft of information collected pursuant to this Contract shall be coordinated with the State of Maryland.

#### **45. Data Storage Locations**

The Cloud Service Provider shall not store or transfer data collected in connection with the services rendered under this Contract outside of the United States. This includes backup data and Disaster Recovery locations.

#### **46. Protection of Personal Data**

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Cloud Service Provider to ensure that there is no inappropriate or unauthorized use of State of Maryland information at any time. To this end, the Cloud Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:

- a) Personal information obtained by the Cloud Service Provider shall become and remain property of the State of Maryland.
- b) At no time shall any data or processes which either belongs to or are intended for the use of State of Maryland or its officers, agents, or employees, be copied, disclosed, or retained by the Cloud Service Provider or any party related to the Cloud Service Provider for subsequent use in any transaction that does not include the State of Maryland.
- c) The Cloud Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- d) The Cloud Service Provider shall encrypt all non-public data in transit to the cloud during the life of the contract.
- e) For engagements where the Cloud Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted while at rest or in motion. Examples are Social Security Number, Date of Birth, Driver's License number; passwords, financial data, and federal/state tax information.

#### **47. Termination of Contract/Subscription**

In the event of termination of the contract, the Cloud Service Provider shall implement an orderly return of State of Maryland data in a State-defined format and the subsequent secure disposal of State of Maryland data.

#### **48. Data Recovery**

The Cloud Service Provider shall be responsible for the recovery of State of Maryland data in the event of a system failure within the Cloud Service Provider.

#### **49. Suspension of Services**

During any period of suspension, the Cloud Service Provider shall not take any action to intentionally erase any State of Maryland data.

#### **50. Termination of any services or agreement in entirety**

In the event of termination of any services or agreement in entirety, the Cloud Service Provider shall not take any action to intentionally erase any State of Maryland data for a period of 90 days after the effective date of the termination. After such 90 day period, the Cloud Service Provider shall have no obligation to maintain or provide any State of Maryland data and shall thereafter, unless legally prohibited, delete all State of Maryland data in its systems or otherwise in its possession or under its control.

#### **51. Post-Termination Assistance**

The State of Maryland shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

#### **52. Secure Data Disposal**

When requested by the State of Maryland the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Maryland.

#### **53. Compliance to Contract/Subscription Terms**

The Cloud Service Provider shall allow the State of Maryland to audit conformance to the Contract/Subscription terms. The State of Maryland may perform this audit or Contract/Subscription with a third party at its discretion at the State's expense.

#### **54. Access to System Logs**

The Cloud Service Provider shall allow the State of Maryland access to System security logs, latency statistics, etc. that affect this engagement, its data and or processes. This includes the ability for the State of Maryland to request a report of the records that a specific user accessed over a specified period of time.

#### **55. Security Process Disclosure**

The Cloud Service Provider shall disclose its non-proprietary security processes and technical limitations to the State of Maryland such that adequate protection and flexibility can be attained between the State of Maryland and the Cloud Service Provider. For example: virus checking and port sniffing – the State of Maryland and the Cloud Service Provider shall understand each other's roles and responsibilities.

#### **56. Access to Customer Data**

The Cloud Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that

which is absolutely needed to perform job duties.

### **57. Import/Export Data**

The State of Maryland shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Cloud Service Provider. This includes the ability for the State of Maryland to import or export data to/from other Cloud Service Providers.

### **58. Miscellaneous**

- 58.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 58.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

CONTRACTOR

STATE OF MARYLAND

DEPARTMENT OF INFORMATION  
TECHNOLOGY

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

\_\_\_\_\_  
By: Isabel FitzGerald, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Approved for form and legal sufficiency this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)



## **Attachment B BID PROPOSAL AFFIDAVIT**

### **A. AUTHORITY**

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

### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all 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 vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### **B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

---

---

---

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; 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 §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

---

---

---

**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

---

---

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

**I FURTHER AFFIRM THAT:**

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

**M. ACKNOWLEDGEMENT**

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

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## Attachment C CONTRACT AFFIDAVIT

### A. AUTHORITY

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

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

#### I FURTHER AFFIRM THAT:

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

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

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

*Name and Department ID*

*Number:* \_\_\_\_\_ *Address:* \_\_\_\_\_

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

*Name and Department ID*

*Number:* \_\_\_\_\_ *Address:* \_\_\_\_\_

### C. FINANCIAL DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

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

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the



State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

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

#### I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business's 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 §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
  - (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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (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 §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (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.

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## **Attachment D MINORITY BUSINESS ENTERPRISE FORMS**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

## **Attachment E PRE-PROPOSAL CONFERENCE DIRECTIONS AND RESPONSE FORM**

### **Pre-Proposal Conference Directions**

The following are directions to the Pre-Proposal Conference..

#### **From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

#### **From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

#### **From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

#### **Parking:**

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

**Pre-proposal Conference Response Form**  
**Information Technology Support Management (ITSM) Software as a Service (SaaS)**

**Solicitation Number F50B4400105**

A Pre-Proposal Conference will be held at 11:00 AM, on Wednesday August 13, 2014, at (45 Calvert Street Annapolis, MD 21401. Please return this form by Friday August 8, 2104, advising whether or not you plan to attend.

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

(Michael Meinel  
Department of Information Technology  
45 Calvert Street, Room 442  
Annapolis, MD 21401  
E-mail: Michael.Meinel@Maryland.gov

Please indicate:

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

- 1.
- 2.
- 3.

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

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-Proposal Conference”):

---

Signature

Title

---

Name of Firm (please print)

## Attachment F FINANCIAL PROPOSAL INSTRUCTIONS AND FORMS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Price Form Instructions and a Price Form have been prepared in a separate Excel file. Offerors shall submit their Financial Proposal on the Price Form in accordance with the instructions on the Price Form and as specified herein. Do not alter the Price Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form. Offeror shall include both PDF and Excel electronic files containing the Price Form in their Financial Proposal.

The Price Form is used to calculate the Offeror's TOTAL EVALUATED PROPOSAL PRICE. Follow these instructions carefully when completing your Price Form:

1. The Price Form is provided as a separate Excel Spreadsheet. The spreadsheet is locked, and you may only enter values in the white cells on the spreadsheet.
2. Offerors shall provide a fully executed copy of the spreadsheets in the Excel file as a PDF file as well as provide a copy of the Excel File.
3. All Prices must be clearly entered in dollars and cents, e.g., \$24.15.
4. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
5. Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
6. Every blank in every Price Form shall be filled in. Any changes or corrections made to the Price Form by the Offeror prior to submission shall be initialed and dated.
7. Except as instructed on the Price Form, nothing shall be entered on or attached to the Price Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
8. It is imperative that the prices included on the Price Form have been entered correctly by the Offeror. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
9. If option periods are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Price Form.
10. All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The

Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

11. Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Price Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
12. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

### **PRICE FORM**

The Price Form is included as a separate Excel file entitled “Attachment F Service Desk SaaS Price Form.”



## **Attachment G LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

### Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1**

**Maryland Living Wage Requirements Affidavit of Agreement**

**(submit with Bid/Proposal)**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract Is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract Is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature Date

**(submit with Bid/Proposal)**

**Attachment H FEDERAL FUNDS ATTACHMENT**

This solicitation does not include a Federal Funds Attachment.

## **Attachment I CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

### **Reference COMAR 21.05.08.08**

#### **(submit with Bid/Proposal)**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

## Attachment J NON-DISCLOSURE AGREEMENT (CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Department of Information Technology (the “Department”), and \_\_\_\_\_ ( the “Contractor”).

### RECITALS

**WHEREAS**, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Information Technology Support Management (ITSM) Software as a Service (Saas) Solicitation #F50B4400105; and

**WHEREAS**, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from



falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
  - f. The Recitals are not merely prefatory but are an integral part hereof; and
  - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: \_\_\_\_\_ Department of Information Technology

By: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

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



**NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2  
CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL  
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and

\_\_\_\_\_ (“Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

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

DATE: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

(Signature)

TITLE: \_\_\_\_\_

(Authorized Representative and Affiant)

## **Attachment K HIPAA BUSINESS ASSOCIATE AGREEMENT**

This solicitation does not require a HIPAA Business Associate Agreement.

## **Attachment L MERCURY AFFIDAVIT**

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

**Attachment M VETERAN OWNED SMALL BUSINESS  
ENTERPRISE**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.



## **Attachment N LOCATION OF THE PERFORMANCE OF SERVICE DISCLOSURE**

**(submit with Bid/Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. F50B4400105, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:

- \_\_\_ have plans
- \_\_\_ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

---

---

---

b. Reasons why it is necessary or advantageous to perform services outside the United States:

---

---

---

---

---

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

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

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

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

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

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

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

## **Attachment O DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.

## **Attachment P NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a Proposal in response to RFP F50B4400105 for Information Technology Support Management (ITSM) Software as a Service (SaaS). In order for the OFFEROR to submit a Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Michael Meinel, DoIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not

more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SUBMIT AS INSTRUCTED IN RFP

## Attachment Q LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

- 1) For this Contract:
  - a) A Contractor's entire Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the RFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this RFP.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
    - v) A resource proposed in response to this RFP is not available as of Contract award. Substitutions prior to award are considered alternate proposals and will not be allowed.
  - b) Complete and sign the **Minimum Qualifications Summary** (Attachment Q-A) and the **Personnel Resume Form** (Attachment Q-B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined this RFP Section 3.5, and any additional minimum requirements stated in this RFP.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: only one experience occurring during the same time period may be used to meet minimum requirements.

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual being proposed.

ATTACHMENT Q A- MINIMUM QUALIFICATIONS SUMMARY

CONTRACT # F50B4400105

*All content on this form must also be on the Personnel Resume Form.*

*ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/Sub-Contractor:	How does the proposed individual meet each requirement? Provide dates in the format of MM/YY to MM/YY						
<b>LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)</b>							
<p>Education: Insert the education description from</p> <p>a. The RFP from Section 3.5 for the applicable labor category</p>	(Identify school or institution Name; Address; Degree obtained and dates attended.)						
<p>Generalized Experience: Insert the generalized experience description from the RFP</p> <p>a. The RFP from Section 3.5 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Provide specific work experiences illustrating compliance with the Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1" data-bbox="786 936 1406 1045"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	FROM	TO	Job Title and Company			
FROM	TO	Job Title and Company					
<p>Specialized Experience: Insert the specialized experience description from the RFP</p> <p>a. The RFP from Section 3.5 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Provide specific work experiences illustrating compliance with the Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1" data-bbox="786 1245 1406 1354"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	FROM	TO	Job Title and Company			
FROM	TO	Job Title and Company					
<p>Additional Requirements Minimum qualifications and required certifications as defined in Section 2.2 of this RFP.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>							

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Contractor Representative:**



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

**Proposed Individual:**

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

**ATTACHMENT Q B- PERSONNEL RESUME FORM  
CONTRACT # F50B4400105**

**Instructions:** Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in RFP may result in the Proposal being considered not susceptible for award

Resource Name:	
Contractor:	<insert Contractor name> Sub-Contractor (if applicable):
Proposed Labor Category:	<proposed by Contractor>
Job Title (As listed in RFP):	<as described in this RFP>

**Education / Training (start with most recent degree / certificate)**

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

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the RFP. Start with the most recent experience first; do not include experience not relevant to the scope of this RFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the RFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Contractor Representative:**

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

**Proposed Individual:**

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

**Attachment R AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

RFP Title: Information Technology Support Management (ITSM) Software as a Service (SaaS)

Project Number (RFP #): F50B4400105

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

RFP Reference Section # \_\_\_\_\_

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

Name of Contract Manager: Contract Manager

\_\_\_\_\_  
Contract Manager Signature                                      Date Signed

Name of Contractor’s SME: \_\_\_\_\_

\_\_\_\_\_  
Contractor’s Project Manager Signature                                      Date Signed

## **Attachment S DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: DoIT

RFP Title: Information Technology Support Management (ITSM) Software as a Service (SaaS)

Contract Manager:

To:

The following deliverable, as required by Project Number (RFP #): F50B4400105 has been received and reviewed in accordance with the RFP.

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

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

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

This deliverable:

- Is accepted as delivered.
  
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
Contract Manager Signature

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

### Attachment T SAMPLE WORK ORDER FORM

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the Purpose of the Work Order.				
Purpose				
Statement of Work				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by DOIT prior to payment. (Attach additional sheets if necessary)				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		DOIT shall pay an amount not to exceed		\$
Contractor		Agency Approval		

(Signature) Contractor Authorized Representative (Date)		(Signature) Contract Manager (Date)	
POC	(Print Name)	Contract Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

## Attachment U SAMPLE NOTICE TO PROCEED

Month Day, Year

Contractor Name

Contractor Mailing Address

Re: Contract Number F50B4400105

Dear Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Contract. Mr. / Ms. \_\_\_\_\_ of \_\_\_\_\_ (DoIT) will serve as the Contract Manager and your contact person on this contract. He / She can be reached at telephone \_\_\_\_\_.

Enclosed is an original, fully executed Contract and purchase order.

Sincerely,

Procurement Officer

Procurement Officer

Enclosures (2)

cc: Contract Manager

Procurement Liaison Office, Department of Information Technology



## **Attachment V PERFORMANCE EVALUATION FORM**

This attachment is not required for this RFP.

## **Attachment W MINIMUM SYSTEM REQUIREMENTS**

Attachment supplied separately as a MS Word file entitled “Attachment W Minimum Requirements.doc”

## **Attachment X OTHER SYSTEM FEATURES**

Attachment supplied separately as an Excel file entitled “Attachment X Other System Features.xls”

## **Attachment Y SYSTEM DEMONSTRATION FEATURES AND SCENARIOS**

This Attachment is provided by separate MS Word file entitled Attachment Y System Demonstration Features and Scenarios.

## **Attachment Z ITIL GLOSSARY AND DEFINITION OF TERMS – ENGLISH**

The ITIL Glossary and Definition of Terms - English is provided by a separate PDF file.