

Request for Proposals

PROJECT NO. F10R6200027

STATE OF MARYLAND
INDEPENDENT VERIFICATION and VALIDATION SERVICES
FOR
MAJOR INFORMATION TECHNOLOGY DEVELOPMENT PROJECTS



DEPARTMENT OF BUDGET & MANAGEMENT

Issue Date: *August 9, 2005*

NOTICE

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

SMALL BUSINESS RESERVE PROCUREMENT

This procurement has been designated a Small Business Reserve procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Contract to be awarded under this solicitation may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.

**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this Contract, please fax this completed form to the attention of Gisela Blades at 410-974-3274.

**Title: STATE OF MARYLAND INDEPENDENT VERIFICATION AND
VALIDATION SERVICES FOR MAJOR INFORMATION
TECHNOLOGY DEVELOPMENT PROJECTS**

Project No: F10R6200027

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

**STATE OF MARYLAND
SMALL BUSINESS RESERVE PROCUREMENT
Request For Proposals**

**INDEPENDENT VERIFICATION & VALIDATION SERVICES
FOR MAJOR IT DEVELOPMENT PROJECTS**

PROJECT NUMBER F10R6200027

RFP Issue Date: *August 9, 2005*
RFP Issuing Office: **Maryland Department of Budget and Management
Office of Information Technology**

Procurement Officer: **Gisela Blades**
Office: (410) 260- 7678
Fax: (410) 974-3274
E-mail: gblades@dbm.state.md.us

Proposals are to be sent to: **Maryland Department of Budget and Management
45 Calvert Street, Room 139
Annapolis, MD 21401
Attention: Gisela Blades**

Pre-Proposal Conference: *August 17, 2005 @ 10:00 AM (Local Time)*
**Maryland Department of Budget and Management
45 Calvert Street, Conference Room 427A/B
Baltimore, MD 21401
For directions, contact Gisela Blades**

Closing Date and Time: *September 9, 2005 @ 2:00 PM Local Time*

NOTE

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Budget and Management, Office of Information Technology, is issuing this Request for Proposals to obtain a certified Small Business Reserve Contractor under a Master Contract to provide Independent Verification & Validation services to assess and report on the status of various Major Information Technology Development Projects that are being implemented at State agencies within the Executive Branch of Maryland State government.

The DBM intends to make a single award as a result of this solicitation

1.2 Small Business Reserve Procurement

- a. This procurement has been designated a Small Business Reserve procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Contract to be awarded under this solicitation may be awarded only to a business meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article that is certified by and registered with the Maryland Department of General Services' SBR Program.
- b. A "Small Business" is a business, other than a broker, that meets the following criteria:
 - The business is independently owned and operated;
 - The business is not a subsidiary of another business;
 - The business is not dominant in its field of operation;
 - The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
 - The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.

If a business has not existed for three (3) years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

- c. For more information about the Small Business Reserve program visit:

<http://www.dgs.state.md.us/MBE/faq.html>

- d. A Small Business is not the same as a Minority Business Enterprise, but a business can be both if it has been qualified as a Small Business and has been certified by the Maryland Department of Transportation's (MDOT) Minority Business Enterprise Program as a Minority Business Enterprise. For more information about the Minority Business Enterprise Program visit:

http://www.mdot.state.md.us/MBE_Program/index.html

1.3 Abbreviations and Definitions

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

- a. **Agency** – an organizational unit within the Executive branch of Maryland State government.
- b. **BAFO** – Best and Final Offer.
- c. **CD** – Compact Disk.
- d. **CICS** – Customer Information Control System.
- e. **CIO** – Chief Information Officer.
- f. **COMAR** – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us>.
- g. **Contract** – The contract entered into between the DBM and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror's proposal. A sample contract is included as Attachment A to this RFP.
- h. **Contract Manager (CM)** – DBM's designated person as the single point-of-contact with the authority and knowledge to issue TOs orders and to resolve all matters in connection with the project on behalf of the DBM. See Section 1.7 for the designated State Contract Manager.
- i. **Contractor** – The Offeror selected to receive the Contract award under the terms and conditions contained in this RFP.
- j. **DBM** – Department of Budget & Management.
- k. **DPAF** – Deliverable Product Acceptance Form.
- l. **Fixed Hourly Labor Rate** – Fully loaded hourly rate established in the Contract. This is the maximum rate the Contractor may bill DBM for any work authorized by the CM.
- m. **Fully Loaded** – Indicates that the Fixed Hourly Labor Rate proposed includes all profit, and any direct and indirect costs of the Contractor. The indirect costs shall include, among other things, all costs that would normally be considered General and Administrative costs and/or routine

travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs.

- n. **GIS** – Geographic Information Systems.
- o. **IT** – Information Technology.
- p. **IV&V** – Independent Verification & Validation.
- q. **Labor Hours** – The hours of work of the Contractor’s personnel either estimated or actually billed, by the Contractor, up to a specified price ceiling, as authorized by the CM.
- r. **Labor Hours Not-to-Exceed Ceiling** - The maximum amount of Contractor hours for services performed based on labor hours billed at the specific hourly rate, up to a specified hours ceiling. The Contractor will be required to provide time records and/or other documentation that substantiates all hours billed and that have actually been expended by its employees, or those of subcontractors, totally and productively, in the compliance a TO. The Fixed Hourly Labor Rate will be the main payment made to the Contractor for any work authorized by the CM.
- s. **Local Time** – Time in the Eastern Time Zone as observed by the State.
- t. **MDOT** – Maryland Department of Transportation.
- x. **MITDP** – Major Information Technology Development Project.
- y. **MITDPF** – Major Information Technology Development Project Fund.
- z. **MS** – Microsoft.
- aa. **MVS** – Multiple Virtual System.
- bb. **Notice To Proceed (NTP)** – A formal notification issued by the Contract Manager that: (1) directs the Contractor to perform work, and (2) as of a date contained in the NTP, to begin performance of the work.
- cc. **Not-to-Exceed Ceiling** - A dollar amount listed in the NTP that may not be exceeded by the Contractor.
- dd. **Offeror** – An entity that submits a Proposal in response to this RFP.
- ee. **OIT** – Office of Information Technology.
- ff. **OS** – Operating System.
- gg. **POC** – Point of Contact.
- hh. **Procurement Officer (PO)** – The DBM representative identified in Section 1.6 who is responsible for this RFP, for the determination of Contract scope issues, and is the only State representative that can authorize changes to the Contract.

- ii. **Proposal** - The technical and financial response provide by Offerors in response to this RFP.

- jj. **RDBMS** - Relational Database Management System.

- kk. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050R6800019, *dated August 9, 2005*, including any amendments.

- ll. **SBR**- Small Business Reserve, a procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004..

- mm. **SDLC** – Systems Development Life Cycle. The State’s SDLC process, State ITMP and IT Project Oversight documents may be obtained via DBM’s web site at <http://www/dbm.maryland.gov> under the “Technology/Featured Links” community.

- nn. **State** – The State of Maryland.

- oo. **TO** – Task Order.

1.4 Contract Type

The Contract that results from this RFP will be an indefinite quantity-fixed hourly labor rate contract as defined in COMAR 21.06.03.06 for specific labor categories and the associated fully-loaded labor rates to be utilized in task orders, subject to a contract NTE ceiling amount that shall not be exceeded without written approval from the PO.

1.5 Contract Duration

The Contract resulting from this RFP shall be for a period of three (3) years, beginning on or about November 1, 2005 and terminating on October 31, 2008.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the PO at the address listed below.

Gisela Blades
Maryland Department of Budget and Management
Division of Policy Analysis
45 Calvert Street, Room 139
Annapolis, Maryland 21401
Phone Number: 410-260-7678
Fax Number: 410-974-3274
E-mail: gblades@dbm.state.md.us

The DBM may change the PO at any time by written notice to the Contractor.

1.7 Contract Manager

The CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. The CM is:

Wayne Petrush
Maryland Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Phone Number: 410-260-7882
Fax Number: 410-974-5615
E-mail: wpetrush@dbm.state.md.us

The DBM may change the CM at any time by written notice to the Contractor.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on **August 17, 2005 beginning at 10:00 AM**, in Conference Room 427A/B, 45 Calvert Street, Annapolis, MD 21401. Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Conference, it is requested that by **4:00 PM on August 15, 2005**, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Gisela Blades at (410) 260-7678 with such notice. The Pre-Proposal Conference Response Form is included as Attachment D to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five (5) days advance notice be provided. The DBM will make reasonable efforts to provide such special accommodation.

1.9 Use of “e-Maryland Marketplace”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.maryland.gov>) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer’s responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

eMarylandMarketplace Fee

COMAR 21.02.03.06 requires that the successful bidder/offeror under this solicitation pay a fee to support the operation of eMaryland Marketplace. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com.

The eMarylandMarketplace fee that will be imposed on the contract awarded under this solicitation corresponds to **Level "4" or \$1,000** on the COMAR 21.02.06.03 fee schedule. The fee amount must be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price.

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

1.10 Questions

The Procurement Officer prior to the pre-proposal conference will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive questions will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due to the Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, **no later than 2:00 PM (local time) on September 9, 2005** in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time 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 21.05.03.02, proposals received by the Procurement Officer **after the due date, on September 9, 2005 at 2:00 PM (local time)** will not be considered.

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

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for **120 days** following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurements web page and through e-Maryland Marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.14 Cancellations; Discussions

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

1.15 Oral Presentation

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations.

1.16 Incurred Expenses

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

1.17 Economy of Preparation

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

1.18 Protests/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).

1.19 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted.

1.20 Access to Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors shall be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

1.22 Mandatory Contractual Terms

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

1.23 Proposal Affidavit

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

1.24 Contract Affidavit

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

1.25 Arrearages

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.

1.26 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- A. In connection with a procurement contract a person may not willfully:
 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 2. Make a false or fraudulent statement or representation of a material fact; or
 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- B. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- C. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

SECTION 2 – STATEMENT OF WORK

2.1 Background

- 2.1.1 The DBM's Office of Information Technology has legislative responsibility for the oversight of the State's portfolio of major IT development projects within the Executive Branch of Maryland State government. The purpose of this portfolio oversight is to ensure the successful implementation of MITDPs through a collaborative and communicative process and environment.

DBM's strategy for project oversight of MITDPs is based upon a set of fundamental principles and delivery mechanisms. These principles and delivery mechanisms include: (1) Utilization of the State's SDLC process; (2) Initial and ongoing project funding approval; (3) DBM project assessments of MITDPs; (4) Peer Review assessments of MITDPs; (5) IV&V assessments of MITDPs; and (6) Variable centralized project management. These strategies are further defined in the State's IT Master Plan and IT Project Oversight documents.

There are currently seventeen (17) major IT development projects being actively managed statewide (ref. Attachment G). These projects are in various stages of the SDLC. They range in development cost from \$1 million to over \$60 million. Most are multi-year projects with varying degrees of scope and risk. A MITDP is generally categorized as one of four major project types. Those major project types are: (1) New Development; (2) System Enhancement; (3) IT Infrastructure; and (4) Other. The project type is designated on the Agency IT Project Request (ITPR), which is required for all major IT development projects.

2.2 Purpose

- 2.2.1 The DBM is seeking proposals from qualified Small Business Reserve (SBR) contractors experienced in Information Technology Consulting to perform Independent Verification and Validation (IV&V) assessments of various Major IT Development Projects (MITDP) of the Executive Branch of State government (ref. Attachment G).
- 2.2.2 The goal of this procurement is to contract with the best qualified SBR contractor experienced in performing IV&V of major IT development projects. The resulting contract shall provide the DBM with the means to:
- A) Assess the viability of successful implementation of State MITDPs
 - B) Provide third party, independent findings, recommendations, mitigation strategies and action items to re-establish goals and objectives of State MITDPs
 - C) Demonstrate proactive implementation of the State's IT Project Oversight Program
 - D) Increase the likelihood of successful implementation of the State's portfolio of MITDPs
- 2.2.3 In general, an IV&V will be recommended based on findings resulting from a project assessment conducted by the DBM on a MITDP. It may also result due to other mitigating factors such as legislative regulations, high visibility, mission criticality or multiple agency functionality.

2.3 Statement of Work

As directed within each TO issued by the CM, the Contractor shall:

- 2.3.1 Perform Independent Verification and Validation (IV&V) services of major IT development projects for the work requirements as specified by Task Orders (TO) to be issued against the SBR IV&V contract. The scope of work for each IV&V assessment will be specifically defined in each task order issued against the master contract.
- 2.3.2 Provide IV&V services that present a clear and comprehensive evaluation of the current state of the project dimensions being assessed for each project and describes the probability of successful implementation of the evaluated projects. Each IV&V shall include independent research, interviews, review and analysis, presentation and reporting of the assessed project dimensions. Depending on the project being assessed, the evaluated project dimensions may include some or all of the following:
 - A) Major Issues
 - B) Program & Project Governance
 - C) Project Management
 - D) Contract Management
 - E) Schedule Management
 - F) Scope Management
 - G) Technical Feasibility
 - H) Integration Management
 - I) Quality Management
 - J) Budget & Cost Management
 - K) Risk Management
 - L) Communications Management
 - M) Human Resources Management
- 2.3.3 Provide reports that clearly and comprehensively detail findings and recommended actions needed to improve the evaluated project dimensions of the assessed MITDP for each IV&V assessment conducted to promote successful project implementation.
- 2.3.4 Provide presentations to the sponsoring agencies and the DBM for each assessed project that clearly and comprehensively summarize the findings and recommended actions needed to improve the evaluated project dimensions of the assessed MITDP to promote successful project implementation.

2.4 Agency Operating Environment

- 2.4.1 An agency's operating environment will vary in size and complexity based on the project on which the IV&V is being conducted. Information regarding an agency's specific operating environment will be described within each IV&V TO issued against the master contract.
- 2.4.2 A general list of agency operating environments could include, but is not limited to:
 - A) Health
 - B) Public Safety
 - C) Education

- D) Transportation
- E) Human Services
- F) Legal
- G) Environment
- H) Governor's Executive Offices

2.5 Agency Technical Environment

- 2.5.1 An agency's technical environment will vary in size and complexity based on the target project. Information regarding an agency's specific technical environment will be described within each IV&V TO issued.
- 2.5.2 A general list of agency technical environments may include,
- A) Microsoft operating systems, applications, servers, databases, and office products
 - B) Oracle Corporation Relational Database Management Systems (RDBMS)
 - C) Novell Netware Products (e.g. – Server OS, Groupwise, etc.)
 - D) IBM Products (e.g. - AS 400, etc.)
 - E) Mainframe (MVS, CICS, etc.)
 - F) Wireless, Broadband, Radios, Routers, Switches, Hubs, etc. from various manufacturers
 - G) HP, Dell, Gateway, IBM, etc. desktop and laptop computers
 - H) Geographic Information Systems (GIS) products from various manufacturers
 - I) eGovernment and Web Services products from various manufacturers

2.6 Task Order Process

- 2.6.1 Services shall be provided via a task order process using the pre-approved fully-loaded labor rates applicable to their labor categories as follows:
- 2.6.1.1 Task Orders (TO) will be issued by the CM. The Statement-of-Work shall be defined in each TO issued against the IV&V Contract. In general, a TO shall contain, but is not limited to: a description of the project, background information with task objectives, technical requirements, performance objectives and deliverables, personnel skill categories required, period of performance, delivery schedule, security requirements, list of State furnished equipment or information, inspection and acceptance criteria, award selection criteria, etc.
- 2.6.1.2 Upon receipt of a TO, the Contractor shall provide a proposal in response to the requirements of the TO. At a minimum, the proposal shall provide the following:
- a. Proposed approach to satisfying TO requirements;
 - b. Proposed Schedule for the specific tasks defined in the TO;
 - c. Proposed hours for each proposed labor category;
 - d. Proposed price; and
 - e. Proposed personnel and their resumes.

2.6.1.3 The CM will review the response and will either approve the work and provide a notice-to-proceed (NTP) or contact the Contractor to obtain additional information, clarification or revision to the work. If satisfied, the CM will then provide the NTP.

2.6.2 TO progress reporting requirements shall be specifically defined in each TO.

2.6.2.1 In general, an example of TO progress reporting shall include:

- A) Tasks accomplished during the reporting period;
- B) Tasks planned for completion but not accomplished in the previous week with an explanation and a plan to complete;
- C) Tasks planned for the current and subsequent weeks;
- D) Any issues that may impact the schedule and cost of the project;
- E) All tasks identified in the status report will reference the corresponding task numbers identified in the Project Schedule (Gantt chart);
- F) An accounting report of expenditures that includes: 1) expenditures for the current reporting period; 2) a cumulative summary of the expenditures for both the current and previous reporting periods; 3) actual expenditures versus planned expenditure projections; and 4) revised projections for the balance of the TO. The accounting data shall include the amount invoiced and paid-to-date; and
- G) The Project Schedule updated from the original to show actual/revised progress.

2.6.3 In general, an example of typical work to be performed under each TO shall include:

- A) The Contractor shall perform an independent IV&V to determine the effectiveness of the assessed project dimensions as described in each TO issued against the master IV&V contract and shall:
 - 1. Provide a review, based on the evaluation criteria identified in the proposed IV&V method, of the current state of the assessed project dimensions in meeting the business requirements of the assessed project and the probability of successful project implementation within the current project's assessed project dimensions for each IV&V conducted.
 - 2. Provide a plan detailing recommended actions needed to correct deficiencies identified
- B) The Contractor shall interview relevant parties determined to be key stakeholders of the project being assessed. All interviews will in general be held within the Baltimore-Annapolis corridor. An appropriate list may include:
 - 1. Agency CIO
 - 2. Agency Project Manager
 - 3. Agency Project Team
 - 4. Contractor Project Manager
 - 5. Business Sponsor
 - 6. Additional parties resulting from discussions with the abovementioned primary list of interviewees, generally not to exceed ten (10) individuals.

C) The Contractor shall:

1. Review, analyze and evaluate all pertinent materials and information obtained from various resources.
2. Prepare and provide a Draft IV&V Report to the DBM Project Manager (PM) based on the IV&V that documents the findings, materials reviewed, recommendations and action plan.
3. Conduct a briefing with the DBM PM and key personnel to present the Draft IV&V Report, to explain initial recommendations and to discuss and accept feedback regarding the Draft IV&V Report. This meeting will be held at the DBM Annapolis location.
4. Prepare and provide a Final IV&V Report to the DBM PM that reflects the discussions and feedback resulting from (c) above.
5. Prepare and conduct a presentation of the Final IV&V Report with representatives from the DBM OIT and other key personnel. This meeting will be held within the Baltimore-Annapolis corridor.
6. Prepare and conduct a presentation of the Final IV&V Report with representatives from the sponsoring agency and other key personnel. This meeting will be held within the Baltimore-Annapolis corridor.
7. Any other protocol and procedure as proposed by Contractor

2.7 Labor Categories

2.7.1 The Contractor shall provide personnel to satisfy the labor qualifications specified. The Contractor shall only propose staff available at the time of the TO submission. In response to each TO, the Contractor shall provide personnel that satisfy the personnel qualifications specified within this section for each of the labor categories required under the specific TO. The State has the right to reject any or all proposed labor categories and/or proposed staff as part of the individual TO review process.

2.7.2 Substitution of Education for Experience

An Associate's Degree or higher may be substituted for a portion of the general and specialized experience for those labor categories requiring only a High School Diploma. A Master's Degree may be substituted for a portion of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by DBM.

2.7.3 Substitution of Experience for Education

Substitution of experience and/or specialized knowledge for education may be permitted at the discretion of DBM.

2.7.4 Substitution of Professional Knowledge and/or Certificates for Experience

Professional certification (e.g., Certified Novell Engineer, Microsoft Certified Systems Engineer, Oracle Certified Database Administrator, Sybase PowerBuilder Developer, Sybase EAServer Developer, Project Management Professional, etc.), or specialized knowledge, may be substituted for a portion of general and specialized experience.

All Substitutions shall be subject to DBM approval.

2.7.5 Key Personnel

TOs may require senior and managerial personnel essential for successful Contractor performance. The Contractor shall provide resumes for key personnel, identifying the labor category or categories for which they are proposing that individual on every TO.

If any key personnel leave the employment of the Contractor or are approved for reassignment by the DBM; the replacement must have similar qualifications and be approved by the DBM prior to commencement of work.

2.7.6 Labor Categories and Qualifications

The following section describes the labor categories to be provided under the RFP.

1. PROGRAM MANAGER

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

General Experience: At least twelve (12) years experience in program or project management.

Specialized Experience: At least eight (8) years of experience in supervision or oversight of IT related programs or projects. Must have proven expertise in the management and control of costs and resources and demonstrated capability in managing multitask orders of this type and complexity.

Duties: The Program Manager is the contractor's manager for the overall contract, and serves as the single point of contact for the contractor with DBM regarding the contract. Performs overall management for contract support operations. Organizes, directs, and coordinates' the planning and production of all contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications' skills. Must be capable of negotiating and making binding decisions for the Contractor.

2. PROJECT MANAGER

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree or project management certification is preferred. A Master's Degree in one of the above disciplines equals one-year specialized and two-year's general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Must have ten years of ADP experience, including at least five years of ADP software management experience.

Specialized Experience: At least five years of direct supervision of ADP software development, integration and maintenance projects experience.

Duties: Performs day-to-day management of assigned delivery orders projects that involve teams of data processing and other information systems/management professionals who have previously been involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects. Prepares and presents program level management products such as, work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates written and oral communications skills.

Task Leader: Indicates this category may serve as a Task Leader on one or more TOs. Management experience is required. Task Leaders must have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category. Project leader experience is experience that demonstrates an individual's ability to accomplish projects/tasks through others.

3. SENIOR INTERDISCIPLINARY ENGINEER

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

General Experience: Must have eight (8) years of experience in technical work in the major areas of system management and system integration.

Specialized Experience: At least five (5) years of experience in specialized ADP and telecommunications disciplines involving system interfaces, system integration and network development, and/or integration involving a wide range of network, hardware, and software solutions (or at least three years in operating systems software, electronic communications analysis and design, networking, mechanical engineering, or civil engineering).

Duties: Must have demonstrated ability to perform senior level engineering and/or ADP tasks in the disparate areas of software, electronics telecommunications, networking, mechanical or civil engineering. Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction with and/or interface between these different categories of requirements and to develop the appropriate design to support these requirements while employing methodologies from any of the above disciplines as required. Must be able to serve as a liaison to interpret and translate among the various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

4. INTERDISCIPLINARY ENGINEER

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

General Experience: Must have five (5) years of experience in technical work in the areas of system management and system integration.

Specialized Experience: At least three (3) years experience in ADP disciplines involving operating systems software, electronics communications analysis and design, system interface, systems integration, and mechanical or civil engineering.

Duties: Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction and interface among different categories of requirements, and develop appropriate design to support the requirements while employing ADP methodologies. Must be able to serve as a liaison to interpret and translate various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

5. SYSTEMS DESIGN ARCHITECT

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

General Experience: Must have six years of experience planning, designing, building, and implementing mid-range IT systems.

Specialized Experience: At least four years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Demonstrated ability to develop and execute architecture strategies and to perform feasibility studies and integration analyses. Experience supervising and providing guidance in implementing various mid-range architectures and supporting implementation of large-scale applications.

Duties: Must be able to lead team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Responsible for gathering and defining the architecture requirements and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.

6. SYSTEMS DESIGN ENGINEER

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

General Experience: Must have six years of experience in planning, designing, building, and implementing IT systems. Familiar with Capability Maturity Model compliant structured methodology.

Specialized Experience: At least four years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. Demonstrated ability to develop and execute system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

Duties: Must be able to perform design of information systems, including the design of the application architecture, database, and interfaces. Responsible for gathering and analyzing user requirements and translating them into system designs.

7. SENIOR COMPUTER SECURITY SYSTEMS SPECIALIST

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

General Experience: This position requires a minimum of eight years of computer-related experience.

Specialized Experience: At least five years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to Multilevel Security (MLS) problems.

Duties: Analyzes and defines security requirements for MLS issues. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily supervision and direction to staff.

8. DATA SECURITY SPECIALIST

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

General Experience: At least four (4) years of IT work experience.

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

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. Dependent on the criticality of secure data to the business, the impact of incumbent's work, recommendations, and decisions may increase the impact that this job has on the organization.

9. SUBJECT MATTER EXPERT

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

General Experience: Must have twelve years of experience in the ADP field.

Specialized Experience: At least eight years of combined new and related older technical experience in the ADP field directly related to the required area of expertise.

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 in the following specialties:

- 1) Information Systems Architecture
 - a. Information Systems
 - b. Strategic Information Systems
- 2) Automation
 - a. Hardware (micro through mainframe)
 - b. Computer languages (particularly Visual Basic, Java, etc.)
 - c. Operating systems (particularly Windows, Novell, UNIX, POSIX, VM, DOS-VSE, and MVS)
 - d. Database management systems
 - e. Automation security systems
 - f. Decision support systems
- 3) Risk Management/Electronic Analysis
- 4) Software (consisting of all commercially available software used under this Contract for PCs, minis, and mainframes)
- 5) Life-Cycle Management
- 6) Disaster Recovery Planning and Testing
- 7) Continuation of Operations Planning and Testing
- 8) Software Development Methodologies
 - a. Waterfall/Grand Design
 - b. Incremental
 - c. Evolutionary
- 9) Modeling and Simulation
- 10) Graphics Processing
- 11) Data Warehousing

10. SENIOR COMPUTER SOFTWARE INTEGRATION ANALYST

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

General Experience: Must have eight years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: At least five years experience as a Computer Systems Analyst.

Duties: Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirement analysis for a wide range of users in areas of office automation, finance and accounting, engineering and materials testing. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for

unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

11. SENIOR SYSTEMS ENGINEER

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 years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

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

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

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

12. SYSTEMS ENGINEER

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 years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Must have three years of experience in systems engineering.

Specialized Experience: At least one year of experience in analytical problem solving of workflow, organization and planning.

Duties: Must be capable of analyzing information requirements. Evaluates system problems of workflow, organization, and planning. Develops appropriate corrective action.

13. SENIOR DATABASE ADMINISTRATOR

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience or three years of equivalent experience in a related field may be substituted for the required education.

General Experience: Must have twelve years of experience in the development and maintenance of DB2 database systems, or seven years experience in the development of Oracle database systems.

Specialized Experience:

Senior DB2 DBA: At least ten current years experience in support and maintenance of DB2 version 5 or higher. Use of monitoring tools such as OMEGAMON to perform analysis of performance of databases and make corrections and improvements where necessary.

Senior Oracle DBA: At least five current years experiences in support and maintenance of Oracle Databases version 9i or higher. Experience in upgrading from version to version and strong background in SQL PL/SQL. Use of monitoring tools such as Oracle Enterprise Manager to perform analysis of performance of databases and make corrections and improvements where necessary.

MS SQL DBA: At least five current years in support and maintenance of MS SQL Server 2000 Enterprise Edition Version 8.0. Must be familiar with and be able to use all aspects of Microsoft SQL Server 2000 Enterprise Edition.

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.

14. SENIOR COMPUTER SYSTEMS ANALYST

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience or three years of equivalent experience in a related field may be substituted for the required education.

General Experience: Must have eight years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis and design of business or scientific applications using database management systems or high level programming languages.

Specialized Experience: At least five years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DBMS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

Duties: Performs systems analysis, design, programming, documentation, performance evaluation, or implementation of complex system applications and related Management Information Systems/Automated Data Processing (MIS/ADP) systems concepts for effective implementation and/or provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards and for progress in accordance with schedules. Participates in all phases of the software development life cycle with emphasis on the planning, analysis, and testing and acceptance phases. Must be able to coordinate with the Program Manager to ensure problem solution and user satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Designs and prepares technical reports and related documentation, and makes charts and graphs to record results. Provides daily supervision and direction to support staff.

Task Leader: Indicates this category may serve as a Task Leader on one or more Task Orders. Management experience is required. Task Leaders must have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category. Project leader experience is experience that demonstrates an individual's ability to accomplish projects/tasks through others.

15. TECHNICAL WRITER

Education: An Associate's degree from an accredited college or university or two years of college or university study in a computer-related discipline. An additional year of specialized experience may be substituted for the required education.

General Experience: Three years of technical writing or documentation experience.

Specialized Experience: One year of specialized ADP technical documentation experience.

Duties: Prepares and edits IT/ADP documentation incorporating information provided by user, specialist, analyst, programmer, and operations personnel. Must have a substantial knowledge of the capabilities of computer systems. Duties include writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to standards. Must be capable of working independently. This category provides incidental support for other approved requirements.

2.8 Acceptance of Deliverables

- 2.8.1 Written deliverables must be maintained with suitable version control throughout the preparation, delivery and acceptance process. All materials submitted shall be in both hardcopy and electronic format compatible with Microsoft Office 2000 and Microsoft Project 2000 or other DBM approved software application.
- 2.8.2 When presented to the DBM PM for acceptance, written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A written deliverable must:
- A) Be presented in a format appropriate for the subject matter and depth of discussion;
 - B) Be organized in a manner that presents a logical flow of the deliverable's content;
 - C) Represent factual information reasonably expected to have been known at the time of submittal;
 - D) Present information that is relevant to the section of the deliverable being discussed; and
 - E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable.
- 2.8.3 Each Deliverable will be provided to the DBM Contract Manager with a completed Deliverable Product Acceptance Form (DPAF) for DBM's acceptance with a written signature (reference *Appendix D* for the DPAF). In general, no project deliverable will be considered accepted unless the DBM Contract Manager or designee renders written acceptance. The DPAF Due Date for each Deliverable will be specified on the DPAF, and will be based upon the review periods specified in the DBM approved Project Management Plan.

- 2.8.4 Upon receipt of each Deliverable, the DBM Contract Manager will review the deliverable and either accept it or compile a report of comments that will then be returned to the Contractor for correction. Once DBM's issues have been addressed and corrections accepted by DBM Contract Manager, the Contractor will incorporate the corrections into the Deliverable, and resubmit the Deliverable, with a revised DPAF for DBM's approval and acceptance. DBM expects this document to:
- A) Be presented in a format appropriate for the subject matter and depth of discussion;
 - B) Be organized in a manner that presents a logical flow of the deliverable's content;
 - C) Represent factual information reasonably expected to have been known at the time of submittal;
 - D) Present information that is complete, relevant and accurate to the section of the deliverable being discussed;
 - E) Contain complete deliverables, delivered and formally approved and accepted by the State;
 - F) Contain thorough briefing on conclusions and recommendations for final reporting;
 - G) Contain all preliminary approvals, work materials and presentations.

2.9 Invoicing

- 2.9.1 Invoices and payments to the Contractor shall be governed by the terms and conditions defined in this IV&V Contract. Invoices for payment shall contain the Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to **Wayne Petrush**, the CM. A copy of each invoice shall be sent to the DBM OIT Procurement Liaisons Division.

2.9.2 Submission Schedule

The Contractor shall submit invoices for payment upon DBM's acceptance of each deliverable as signified by the Contractor receiving a signed Deliverable Product Acceptance Form (DPAF) from the **DBM CM** (example included as Appendix D). A copy of the signed DPAF(s) shall accompany all invoices submitted for payment.

2.9.2 Invoice Submission Procedure

All invoices submitted for payment must satisfy the following requirements and steps:

- A) The invoice shall identify the contracting State agency, task description, associated TO number, PO number, date of invoice, period of performance covered by the invoice, and a Contractor POC with phone number.
- B) The Contractor shall send the original of each invoice submitted for payment to the **CM** at the following address:

Department Budget & Management
Office of Information Technology
Attention: Wayne Petrush
45 Calvert Street

Annapolis, Maryland 21401

- C) The Contractor shall send a copy of each invoice submitted for payment to the DBM OIT Procurement Liaison Division at the following address:

Department of Budget and Management
Office of Information Technology
Procurement Liaison Division
45 Calvert Street
Annapolis, Maryland 21401
(410) 260-7642: Phone
(410) 974-5615: Fax
pmo@dbm.state.md.us: E-mail

- D) Invoices for final payment shall be clearly marked as final and submitted when all work requirements have been completed and no further charges are to be incurred under this TO. In no event shall any invoices be submitted later than **sixty (60) calendar days** from the Contract termination date.

2.10 Insurance Requirements

- 2.10.1 The Contractor shall maintain property and casualty insurance with minimum 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.
- 2.10.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.
- 2.10.3 The State will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage Contractor shall provide Certificates of insurance evidencing this coverage All insurance policies shall be endorsed to include a clause that requires the insurance carrier provide the PO, by certified mail, not less than sixty (60) days advance notice of any non-renewal, cancellation or expiration. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland. The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

2.11 Security and Confidentiality

TOs may require Contractor and each of its principal sub-contractors, if any, to sign confidentiality agreements and compliance with security policies or practices.

2.12 Conflict of Interest

- 2.12.1 Under State Government Article 15-508 of the State ethics laws, a person and their employer who assist or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or subcontractor. The State Ethics Law may apply to TOs issued to Contractor under this RFP.
- 2.12.2 The successful Offeror will provide IV&V services to assess and report on the status of various MITDPs for State agencies and must do so impartially and without any conflicts of interest. Contractor will be required to complete a Conflict of Interest Affidavit with each TO. A copy of this Affidavit is included as Attachment H of this RFP. If the PO makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the PO may reject a TO under COMAR 21.06.02.03B. Conflict of Interest Affidavit is to be completed at TO level (ref. Attachment H).

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SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

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

Offerors must respond to all requirements identified in the RFP.

3.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer at the address listed in Section 1.6 of this RFP. An unbound original, so identified, and five (5) copies of each volume are to be submitted.

An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II-Financial Proposal in MS Excel format shall also be submitted with the unbound original technical or financial volumes. Electronic media may be compact disk (CD) and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number (i.e. - Volume I, Technical Proposal or Volume II, Financial Proposal).

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume". Each Volume and each separately sealed package are to be labeled either "Volume I-Technical Proposal" or "Volume II-Financial Proposal".

On the outside of each sealed package, the Offeror must also include the RFP number, the name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of proposals.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page "x").

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

Each Offeror shall submit a transmittal letter with its 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. See Offeror's responsibilities in Section 1.21 of this RFP. The transmittal letter should include:

- Name & Address of Contractor

- Name, Title and Telephone Number of Contact for Offeror
- Statement that proposal is in response to Solicitation
- Signature, Typed Name and Title of individual authorized to commit Offeror to proposal
- Federal Employer Identification Number of the Offeror, Small Business Registration number or, if a single individual, a Social Security Number
- Acknowledgement of all Addenda to this RFP

3.4.2 Required Submissions to be Submitted by Offeror:

- A) Completed Proposal Affidavit (Attachment B – with the original of the Technical Proposal only)

3.4.3 Format of Technical Proposal

This section provides specific instructions for submission of the Offeror’s Technical Proposal. Adherence to the required organization and numbering will allow State officials and the Evaluation Committee to “map” the RFP requirements directly to Offeror responses by paragraph number. In addition:

- The Technical Proposal shall **not** include any reference to prices proposed by the Offeror.
- The Technical Proposal must be organized and numbered in the same order as given in Sections 2 and 3, using the correct subsection and paragraph number for each specification. For example, Section 2.1 Para 1; Section 3.2 Para 4; etc.

**** The Technical Proposal shall include:***

3.4.3.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

3.4.3.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Proposals taking exceptions to terms and conditions may be deemed not reasonably susceptible for award.

3.4.3.3 Offeror Technical Response to RFP Requirements - Proposed IV&V Methodology

The Offeror shall address each major task in the Technical Proposal and describe how the proposed services will meet the requirements as described in this RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done.

Section 2, Scope of Work, of this RFP, provides Offerors with information on the desired outcome of this solicitation. Offerors shall:

- A) Identify and describe the IV&V methodology proposed.
- B) Describe, in detail how the proposed IV&V methodology will achieve the goals outlined in Section 2.1 of this RFP.

- C) Describe, in detail, how the proposed IV&V methodology will meet the requirements of Section 2.4, Scope of Services to Be Performed of this RFP.
- D) Address each item in Section 2.4 of this RFP, and provide each response in the same numerical order as outlined in the RFP.
- E) Describe the documentation associated with the use of the IV&V methodology.

3.4.4 Offeror Experience and Capabilities

Offerors should have a minimum of three (3) years recent past experience in conducting proactive independent third party IV&V assessments of large scale IT development projects with an emphasis on satisfactory past performance on similar type contracts. Offerors shall describe their experience and capabilities in response to the following:

- A) An overview of the Offeror's experience providing proactive independent third party IV&V assessments of large scale IT development projects similar to requirements of this RFP. This description should include:
 - A summary for each engagement of the problem presented, services provided, and outcomes.
 - The number of years experience the Offeror has in providing IV&V services.
 - The name of the client organization; the name, title and telephone number of a POC for the client organization.
- B) Specifically address past experience of the Offeror and proposed personnel with:
 - Conducting third party IV&V assessments of large scale IT development projects that are in various stages of a SDLC.
 - Satisfactory past performance on similar type contracts.
 - IT development project auditing.
 - Size and scope of projects assessed.
 - Proposed methodology for conducting IV&V assessments.
 - Relevant experience with conducting the proposed IV&V methodology.
 - Relevant experience in conducting IV&V assessments of IT development projects within a State government environment.
- C) Describe the availability of the Offeror to perform the work as described in this RFP, including the flexibility to dedicate staff to these efforts during the period of the Contract.
- D) The names, titles, and resumes of the key personnel directly involved in performing the services rendered under an awarded Contract resulting from this RFP.
- E) Up to three (3) references from clients who are capable of documenting:
 - The Offeror's ability to successfully conduct IV&V assessments of large scale IT development projects.
 - Each client reference must include the following information:
 - Name of the client organization
 - Name, title, and telephone number of a POC for the client organization
 - Value, type, and duration of the contract(s) supporting the client organization
 - The services provided, scope of the contract and objectives satisfied

3.4.5 Personnel

The Offeror shall describe its personnel capabilities in compliance with Section 2, Scope of Work of this RFP. Resumes shall be provided for all personnel proposed for this RFP. Emphasis should be placed on the following:

1. Relevant experience in conducting IV&V assessments of large scale IT development projects.
2. Relevant experience with conducting the proposed IV&V methodology.
3. Size, scope, technical and operating environments of projects assessed.
4. Relevant experience conducting IV&V assessments within a State government environment.

3.4.6 Subcontractors

Offerors shall identify all subcontractors, if any, and a complete description of the role any of these subcontractors will have in the performance of the Contract.

3.5 Volume II - Financial Proposal

- 3.5.1** Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, six (6) copies, and an electronic version in MS Word or MS Excel of the Financial Proposal. The Financial Proposal must contain all price information in the format specified on the Financial Proposal Form (Attachment E). The Financial Proposal Form must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.
- 3.5.2** In order to assist Offerors in the preparation of their Financial Proposals, Attachment E-Financial Proposal Form has been prepared. Offerors must submit their price proposals on this form in accordance with the instructions on the form and as specified herein.
- 3.5.3** Nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the proposed prices or offer.
- 3.5.4** All Unit Prices must be clearly typed or written in dollars and cents (e.g. \$24.15); All Unit Prices must be the actual price the State will pay.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Proposal evaluations will be performed by a committee established for that purpose and will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and technical factors set forth herein. In making this determination, technical factors will receive greater weight than price.

4.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed below in descending order of importance:

- Quality of the proposed IV&V methodology to successfully conduct third party IV&V assessments of large scale major IT development projects
- Experience and qualifications of the Offeror, with specific emphasis on past experience with conducting third party IV&V assessments of large scale major IT development projects
- Experience and qualifications of the specific personnel to be assigned to the project, with specific emphasis on past experience with conducting third party IV&V assessments of large scale major IT development projects

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines as stated in the Offerors Financial Proposal.

4.4 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, as described in COMAR 21.05.01.04, a resident business preference will be given if: 1) 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 submits the most advantageous offer; 2) the other state gives a preference to its residents through law, policy, or practice; and 3) the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

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

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or 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 the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's Financial Proposal will be returned unopened.

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two (2) weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 4.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's Proposal.
- 4.5.2.3 The Financial Proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the Financial Proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable Proposals to revise their initial Proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

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

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A – State’s Contract. Is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon notification of proposed contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror’s Technical Proposal.

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

ATTACHMENT D – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in Section 1.8 of this RFP by those potential Offerors who plan on attending the pre-proposal conference.

ATTACHMENT E – Price Proposal Instructions and Forms. Price Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT F - Deliverable Product Acceptance Form

ATTACHMENT G - Major IT Development Project Inventory

ATTACHMENT H - Conflict of Interest

ATTACHMENT A – CONTRACT

**INDEPENDENT VERIFICATION & VALIDATION SERVICES of MAJOR IT
DEVELOPMENT PROJECTS CONTRACT**

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 2005 by and between _____ and the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY.

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 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 “Department” means the Maryland Department of Budget and Management.
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.4 “Procurement Officer” means Gisela Blades of the Department .
- 1.5 “Contract Manager” means Wayne Petrush of the Department.
- 1.6 “RFP” means the Request for Proposals for Independent Verification & Validation Services of Major IT Development Projects, Project # *F10R6200027*, dated 08/09/2005, as amended.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide the services, equipment and related software described in the RFP. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. *F10R6200027*
- Exhibit B – Contractor’s Technical Proposal, dated _____
- Exhibit C - Contractor’s Financial Proposal, dated _____
- Exhibit D – State Contract Affidavit, executed by the Contractor and dated _____

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by 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.

3. Time for Performance

Unless terminated earlier as provided in this Contract, the Contractor shall provide services in accordance with this RFP. The term of this Contract is for a period of *three (3) years*, commencing on November 1, 2005 and terminating on October 31, 2008. Any TOs that begin before the ending date of the Contract shall be governed by all the terms of this Contract.

4. Considerations and Payment

4.1 In consideration of the satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the labor hour rates established in *Exhibit C*, in no event to exceed without the express written approval of the Procurement Officer and subject to any other State approval requirements. The Contractor shall notify the Contract Manager, in writing, within two (2) weeks when payments reach **seventy-five (75) percent** of the not to exceed ceiling amount of this contract. TOs shall include a not-to-exceed ceiling for payments. Any work performed by the Contractor in excess of the ceiling amount of any TO without the prior approval of the CM is at the Contractor's risk of non-payment. Payments under TOs issued on a fixed price basis shall be limited to the price included in the TO, regardless of the actual cost to the Contractor.

4.2 Payments to the Contractor shall be made in accordance with the TO and no later than **thirty (30) days** after the State's receipt of a proper invoice for performance by the Contractor, acceptance by the State of such performance, and pursuant to the terms of this RFP. TOs may specify periodic payments based on deliverables or stages of completion. TOs may specify periodic payments based on deliverables or stages of completion. A TO may specify that a portion of the payments due will be withheld until completion of the TO. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of acceptance of all deliverables required under the TO and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the TO.

4.3 Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit

approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.5 The State will use electronic funds transfer to pay the Contractor for services pursuant to any TO pursuant to this Contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

4.6 Contractor's e-Maryland Marketplace registration number is _____

4.7 Contractor's Small Business Reserve registration number is _____

5. Rights to Records

5.1 The Contractor agrees that all documents and materials, including but not limited to software, reports, drawings, studies, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, schedules, data, and all other work products created by the Contractor under this RFP shall become the exclusive property of the State, and may be distributed, reproduced, or otherwise used without restriction and without compensation to the Contractor at the sole discretion of the State.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor 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 and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

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

6.2 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, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) 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 6.3 below.

6.3 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.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided 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. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act of omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

9. Non-Hiring of Employees

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

10. Disputes

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

11. Maryland Law

10.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

10.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or the software license acquired hereunder.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

13. Contingent Fee Prohibition

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

14. 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 a TO under this Contract succeeding the first fiscal period, the TO 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 TO will be to discharge both the Contractor and the State from future performance of the TO, 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 TO. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the TO for each succeeding fiscal period beyond the first.

15. Termination for Cause

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

16. Termination for Convenience

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

17. Delays and Extensions of Time

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

18. Suspension of Work

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

19. Pre-Existing Regulations

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

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other 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 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with Election Law, Sections 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year 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: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

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

23. Warranties

The Contractor hereby represents and warrants that:

- A. 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;
- B. 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;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the Financial Proposal.

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

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approval to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a TO after due notice to the State. Any such subcontract or assignment shall include the terms of Sections 9 and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

26.1 The Contractor shall hold harmless and indemnify the State from and against liability for any and all damages, costs, liabilities and expenses (including reasonable attorney's fees and disbursements), losses, suits, actions, or claims of any character in connection with, arising from or relating to the performance of the Contractor or its subcontractors under this Contract and any TO.

26.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract and any TO.

26.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract and any TO.

26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, 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 and any TO.

27. Limitation of Liability

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

A. For infringement of patents and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section 26 ("Indemnification"), of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

28. Administrative

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

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

If to the State:
Attn: Wayne Petrush
Office of Information Technology
Maryland Department of Budget & Management
45 Calvert Street
Annapolis, MD 21401

If to the Contractor:

29. Guarantee of Performance by _____ . (If Applicable)

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

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

CONTRACTOR

MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT

By:

By:

Date

Date

Witness

Witness

Approved for form and legal sufficiency this _____ day of _____, 2005.

Assistant Attorney General



ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. 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, 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):

_____.

C. 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, has:

- (1) Been convicted under state or federal statute of:
 - a. a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - b. fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act,

18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of Section 11.205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

D. 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, 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):

_____.

E. 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):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. 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.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

(i) Abide by the terms of the statement; and

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has

filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: Address: ___ .

(If not applicable, so state).

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

L. 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.

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: _____ By: __ (Authorized Representative and Affiant) __

ATTACHMENT C - COMAR 21.07.01.25 CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20___, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. Date:_____ By:_____(Authorized Representative and Affiant)_____

ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Project No. F10R6300027
INDEPENDENT VERIFICATION & VALIDATION SERVICES
of MAJOR IT DEVELOPMENT PROJECTS**

A Pre-Proposal Conference will be held at 10:00 AM, on August 17, 2005, in the Conference Room 427A/B at 45 Calvert Street, Annapolis, MD. Please return this form by August 15, 2005 advising whether or not you plan to attend.

For directions to the meeting site, please contact Gisela Blades at 410-260-7191.

Return or fax this form to the Procurement Officer:

Ms. Gisela Blades
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 139
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Signature

Title

ATTACHMENT E – PRICE PROPOSAL FORM INSTRUCTIONS

1. Record the Hourly Labor Rate (in dollars and cents, EX: \$100.00) for each of the 8 Position Titles in Column A.
2. For each Labor Category, fill out **only** the Offeror Price column for *Years 1 through 3*. The spreadsheet will calculate the Total Composite Labor Rates and Average Total Composite Labor Rate.
3. Complete all information and have the document signed by an authorized individual.
4. The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents.
5. The Average Total Composite Labor Rate is intended to establish the financial ranking of each qualified Offeror.

**Price Proposal Forms are located in a separate file.
(Ref. Excel Spreadsheet)**

ATTACHMENT F – DELIVERABLE PRODUCT ACCEPTANCE FORM

Dear Customer:

The Contractor has delivered the product identified below. If acceptable, please sign this form and return it to Contractor (ATTN: <_____>). The Contractor will then submit an invoice for the deliverable. If problems exist with the product, please make your comments in the space provided below and return the form (unsigned) to the Contractor’s Project Manager (< _____>). When authorized as accepted, a copy of this form should be retained for your records.

AGENCY NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

PROJECT NAME:

CONTRACT NUMBER: FUNDING SOURCE/PO NUMBER:

Task Order Agreement Number:

PRODUCT DELIVERED:

DELIVERABLE PRICE:

CONTRACTOR PROJECT MANGER:

DELIVERY DATE: DPAF DUE DATE:

ACCEPTANCE SIGNATURES:

DBM Project Manager

DATE

COMMENTS:

**ATTACHMENT G
MAJOR IT DEVELOPMENT PROJECTS**

Agency	Project
1- State Board of Elections (SBE)	Voter Registration System (MDVOTERS)
2- Dept of Human Resources (DHR)	Maryland Children's Electronic Social Services Information Exchange (MD CHESSIE)
3- Dept of Human Resources (DHR)	Child Care Administration Tracking System (CCATS)
4- Dept of Public Safety & Correctional Services (DPSCS)	National Crime Information Center System (NCIC)
5- Dept of Public Safety & Correctional Services (DPSCS)	Offender Case Management System (OCMS)
6- Dept of Public Safety & Correctional Services (DPSCS)	Network Live Scan (NLS)
7- Dept of Public Safety & Correctional Services (DPSCS)	Maryland Automated Fingerprint Information System (MAFIS)
8- Dept of Public Safety & Correctional Services (DPSCS)	Infrastructure Stabilization
9- Md State Dept of Education (MSDE)	Educator Information System (EIS)
10- Md Dept of Environment (MDE)	Enterprise Environmental Management System (EEMS)
11- Dept of Labor, Licensing & Regulation (DLLR)	MD Imaging Data Access System (MIDAS II)
12- Dept of General Services (DGS)	ID Badge System
13- Comptroller (COMP)	eFile – IRS Tax Filing System
14- Dept of Budget & Mgt (DBM)	Enterprise Resource Planning Systems Review (ERP Planning)
15- Dept of Budget & Mgt (DBM)	Statewide Radio Systems Planning
16- Dept of Budget & Mgt (DBM)	Statewide Disaster Recovery Center Planning
17- Dept of Housing & Community Development (DHCD)	Multifamily Information System (MIS)

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

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

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

C. THE BIDDER OR OFFEROR HEREBY WARRANTS THAT, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)