



**Department of Information Technology (DoIT)
REQUEST FOR PROPOSALS (RFP)**

DoIT Cloud Hosting and Web Shared Services

SOLICITATION No. F50B5400032

Issue Date: April 3, 2015

NOTICE TO OFFERORS

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
Department of Information Technology (DoIT)
RFP KEY INFORMATION SUMMARY SHEET

RFP Title:	DoIT Cloud Hosting and Web Shared Services
RFP Number:	F50B5400032
RFP Issuing Department:	DoIT 45 Calvert St. Annapolis, MD 21401
RFP Issue Date:	4/3/2015
Proposals Due Date and Time:	4/30/2015 at 2:00 PM Local Time
Questions Due Date and Time:	4/14/2015 at 5:00 PM Local Time
Procurement Officer:	Michael Meinel Phone: 410-260-7179 e-mail Michael.Meinel@maryland.gov
Contract Manager:	Lan Pasek Phone: 410-260-6197 e-mail: Lan.Pasek@maryland.gov
Send Proposals to:	Department of Information Technology 45 Calvert Street, Annapolis, MD 21401 Attention: Michael Meinel
Send Questions (e-mail only) to:	Michael.Meinel@maryland.gov
Contract Type	Combination -- Indefinite-Delivery-Indefinite-Quantity (IDIQ), Fixed Price per "Unit of Service" and Time and Materials
Contract Duration	Three (3) years plus two (2) two-year options
MBE Subcontracting Goal:	10 %
VSBE Subcontracting Goal:	0 %
Small Business Reserve	No
Pre-Proposal Conference:	Department of Information Technology 45 Calvert Street, Annapolis, MD 21401 4/10/2015 at 11:00 AM See Attachment E for Directions and Response Form

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STATE OF MARYLAND
NOTICE TO OFFERORS/ CONTRACTORS
Maryland Wants to Do Business with You

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

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

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): _____

Contact Person (optional): _____ Phone (____) _____ -

Proposal Number: F50B5400032 Entitled: DoIT Cloud Hosting and Web Shared Services

Your comments will help us improve the procurement process.

Thank You.

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

1 GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 DoIT (or The Department) is issuing this Request for Proposals (RFP) to provide cloud hosting, technical services and support.
- 1.1.2 It is the State's intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State. The anticipated duration of the period of performance under the Contract is a three (3) year base period and two (2) two-year option periods. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all products/services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

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

Acceptable Use Policy (AUP)	A set of rules that restrict the ways in which computing resources, e.g., computers, networks, websites and associated resources, may be used
Agency	The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP, as specified in Section 3A-302(b) of the State Finance and Procurement Article
Business Day(s)	Monday through Friday (excluding State holidays)
Client Manager	Person designated at the time of Contract award by the Contractor as the single point of contact with the authority and knowledge to resolve contract issues
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A
Contract Manager	The State representative for the Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and

	achieving completion of the Contract on budget, on time, and within scope.
Contractor	The successful Offeror; the business entity awarded the Contract
Contractor Personnel	Employees and agents and subcontractor employees and agents performing work related to or in connection with the Contract
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Department of Information Technology (DoIT)	The unit of the Executive Branch of Maryland State government issuing the RFP
eMM	eMaryland Marketplace
Fixed Price	Pricing option which places responsibility on the Contractor for the delivery of any hardware and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment
Handle Data	Collect, store, transmit, have access to data
Hosting Services	The subset of Web Services including physical or virtual components where the Contractor provisions and maintains infrastructure and hosts Web Applications
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services
Key Personnel	Contractor Personnel who, once identified, are critical to the Contractor's successful performance under the Contract. As provided in Section 1.23, Key Personnel may be identified after Contract award
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State

	Holidays
Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the Contract, project, or Work Order shall begin on a specified date. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Contract, project, or Work Order to begin
Offeror	An entity that submits a proposal in response to this RFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment
Point of Contact (POC)	Client Manager
Procurement Officer	The State representative designated in Section 1.5, who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal
Protected Health Information	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Request for Proposals (RFP)	This Request for Proposals issued by the Department of Information Technology Solicitation Number F50B5400032 dated April 3, 2015, including any amendments / addenda thereto
Requesting Agency	Any State executive branch unit that is identified as the recipient of work under a Work Order
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies,

	or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
Service Level Agreement (SLA)	Requirements describing the level of service expected by DoIT from the Contractor, laying out the metrics by which performance is measured, and the remedies or penalties, if any, should the agreed-upon levels not be achieved
System Incident Requests (SIR)	A request to perform action that generates a ticket in the ticketing system. Note that this is distinct from Security Incidents.
System Source Materials	<p>Those materials necessary to wholly reproduce and fully operate a Web Application. When the Web Application is hosted under this Contract, the materials must allow operation in a manner equivalent to the hosted Web Application including, but not limited to:</p> <ol style="list-style-type: none"> The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. All associated configuration file details needed to duplicate the run time environment as deployed in the original Web Application. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation. A complete list of third party, open source, or

	<p>commercial software components and detailed configuration notes for each component necessary to reproduce the Web Application (e.g., operating system, relational database, and rules engine software).</p> <p>f. All associated training materials for business users and technical staff</p>
SLA Activation Date	The date established in the Contract for SLA measures to commence
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the Contractor to provide services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the terms and conditions of this Contract
System Uptime	The time an individual Web Application is to be stable and working reliably, including access to any backend functionality
Total Evaluated Price	The Offeror's price as submitted on Attachment F - Price Sheet, upon which the Offeror's Financial Proposal will be evaluated (see RFP Section 5.3)
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13
Web Application	Browser-accessible content and functionality
Web Application Development Services	The subset of Web Services where the Contractor performs either new development or operations and maintenance development on Web Applications
Web Application Management Services	The subset of Web Services where the Contractor performs managed services, including system administration functions, on a Web application hosted at another, non-Contractor location
Web Services	The services and associated physical and/or virtual components furnished as part of this Contract, including but not limited to Hosting Services, Web Application Development Services, and Web Application Management Services. By way of example, and not limitation, it incorporates application environments; enterprise architecture; operational and procedural activities; and networking, servers, storage and other infrastructure

	<p>components necessary to fully support the Contract requirements.</p> <p>Web Services represents the totality of the work set forth in Section 3 and any subsequent Work Orders. Web Services shall also be construed to mean any subset of same.</p>
Work Order	A subset of work authorized by the Contract Manager to be performed under the general scope of the Contract, and which may not require a Contract modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.
Working Day(s)	Same as “Business Day(s)”
Upgrade	A new release of any component containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.

1.3 Contract Type

The Contract shall be a Combination -- Indefinite-Delivery-Indefinite-Quantity (IDIQ), Fixed Price per “Unit of Service” in accordance with COMAR 21.06.03.02 and 21.06.03.06, and Time and Materials contract in accordance with COMAR 21.06.03.05.

1.4 Contract Duration

- 1.4.1 The Contract shall start from the date of mutual contract execution by the parties.
- 1.4.2 Performance shall commence in accordance with an NTP.
- 1.4.3 The Contract resulting from this RFP shall be for three (3) years from Contract start date. The State, at its sole option, may renew the term of the Contract through two (2) two-year renewal options for a total potential contract length of up to seven (7) years.
- 1.4.4 The Contractor’s obligations to pay invoices to subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

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

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

1.6 Contract Manager

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

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

1.7 Pre-proposal Conference

- 1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their proposals.
- 1.7.2 Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via the same mechanism described for RFP amendments and questions.
- 1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The Department will make reasonable efforts to provide such special accommodation.

1.8 eMaryland Marketplace (eMM)

- 1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DoIT website <http://doit.maryland.gov/> and possibly using other means for transmitting the RFP and associated materials, the RFP, pre-proposal conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be made available via eMM.
- 1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

1.9 Questions

- 1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMM.
- 1.9.2 Only answers that have been answered in writing by the State can be considered final and binding.

1.10 Procurement Method

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

1.11 Proposals Due (Closing) Date and Time

- 1.11.1 Proposals, in the number and form set forth in Section 4 “Proposal Format” must be received by the Procurement Officer no later than the date and time listed on the Key Information Summary Sheet in order to be considered.
- 1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received by the Procurement Officer after the due date and time shall not be considered.
- 1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.
- 1.11.4 Proposals delivered by e-mail or facsimile shall not be considered.
- 1.11.5 Companies not responding to this solicitation are requested to submit the “Notice to Offerors/Contractors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

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

1.14 Public Information Act Notice

- 1.14.1 An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4, Md. Code Ann. (Also, see RFP Section 4.2.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 1.14.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

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

1.16 Oral Presentation

- 1.16.1 Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.
- 1.16.2 Oral presentations typically occur approximately 2 weeks after the proposal due date.

1.17 Duration of Proposal

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

1.18 Revisions to the RFP

- 1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.
- 1.18.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not susceptible for award.

1.19 Cancellations

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

discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.20 Incurred Expenses

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

1.21 Protest/Disputes

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

1.22 Offeror Responsibilities

- 1.22.1 The successful Offeror shall be responsible for rendering products/services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").
- 1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.
- 1.22.3 Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Contractor Personnel

1.23.1 Key Personnel

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

- A. Project Manager

B. Analyst, Computer Systems Senior

C. Applications Developer, Advanced Technologies, Senior (2 Resources)

1.23.2 Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements 30 days from the NTP Date.

Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.

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

1.23.3 Definitions

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

Extraordinary Personnel Event – means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

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

1.23.4 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in Section 1.23.5 Replacement Circumstances.

1. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
 - a) A detailed explanation of the reason(s) for the substitution request;
 - b) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - c) The official resume of the current personnel for comparison purposes; and
 - d) Evidence of any required credentials.
3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the

proposed substitute personnel prior to deciding whether to approve the substitution request.

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

1.23.5 Replacement Circumstances

1. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in 1.23.5.2, the Contractor shall submit a substitution request as described in Section 1.23.4 to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

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

Under any of the circumstances set forth in this Section 1.23.5.2, the Contractor shall identify a suitable replacement and provide the same information and items required under Section 1.23.4 within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

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

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

4. Directed Personnel Replacement

- a) The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the Contract Manager's opinion, are perceived as being unqualified, non-productive, unable to fully perform the job duties,

disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 1.23.5.4.b.

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

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

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

- c) If the Contract Manager determines to direct substitution under 1.23.5.4.a, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

1.23.6 Substitution Prior to Contract Execution

Prior to contract execution or within thirty (30) days after contract execution, the Offeror may substitute proposed personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

1.24 Mandatory Contractual Terms

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

1.25 Bid/Proposal Affidavit

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

1.26 Contract Affidavit

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

1.27 Compliance with Laws/Arrearages

- 1.27.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.
- 1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for the Contract award.

1.28 Verification of Registration and Tax Payment

- 1.28.1 Before a business entity can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/>.
- 1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

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

- 1.29.1 In connection with a procurement contract a person may not willfully:
- a. Falsify, conceal, or suppress a material fact by any scheme or device

- b. Make a false or fraudulent statement or representation of a material fact
 - c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.
- 1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: http://www.djs.state.md.us/bid_docs/cot-gad-x-10.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section R22.14.3 "MBE Prompt Pay Requirements" (see Attachment A). Additional information is available on GOMA's website at: http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf.

1.32 Electronic Procurements Authorized

- 1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- 1.32.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications,

electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.

1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in Section 1.32.5, the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - a) the solicitation (i.e., the RFP);
 - b) any amendments;
 - c) pre-Proposal conference documents;
 - d) questions and responses;
 - e) communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - f) notices of award selection or non-selection;
- a) the Procurement Officer’s decision on any solicitation protest or Contract claim;
2. An Offeror or potential Offeror may use e-mail to:
 - a) ask questions regarding the solicitation.
 - b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer.
 - c) submit a "No Bid/Proposal Response" to the solicitation.
3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

- a) submission of initial Proposals;
- b) filing of protests;
- c) filing of Contract claims;
- d) submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- e) any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

1.33 Minority Business Enterprise (MBE) Participation Goal

1.33.1 Establishment of Goal and Subgoals

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

In addition, the following sub-goals have been established for this procurement:

- a. There are no sub-goals established for this procurement.

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

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

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

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

- a) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- b) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime

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

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

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

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

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

- a) Outreach Efforts Compliance Statement (Attachment D-2).
- b) MBE Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).
- c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

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

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

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

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

- 1.33.8 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification of recommended award or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment A, Section 2.2).
- 1.33.10 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract - Attachment A, Section R22.14).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

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

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

1.33.12 With respect to Contract administration, the Contractor shall:

- a) Submit by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

- ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.34 Living Wage Requirements

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>
- 1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Offerors must complete and submit the Maryland Living Wage

Requirements Affidavit of Agreement (Attachment G-1) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to not be responsible under State law.

1.34.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

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

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

1.35 Federal Funding Acknowledgement

On a per Work Order basis, the following may be applicable:

All Offerors are advised that if a Work Order is issued as a result of this Contract, the successful Offeror may be required to complete a Federal Funding Acknowledgement. A copy of this Acknowledgement is included as Attachment H. This Affidavit must be provided within five (5) Business Days of notification of the Work Order.

1.36 Conflict of Interest Affidavit and Disclosure

1.36.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Proposal and in response to an individual Work Order. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment I Conflict of Interest Affidavit and Disclosure. Additionally, contractors have an ongoing obligation to ensure that any necessary personnel or subcontractor personnel have completed such agreements prior to providing services under individual Work Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

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

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

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

Certain documentation may be available for potential Offerors to review at a reading room at 45 Calvert St. Annapolis, MD 21401. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment P. Please contact the Procurement Officer to schedule an appointment.

1.37.2 Non-Disclosure Agreement (Contractor)

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

1.38 HIPAA - Business Associate Agreement

All Offerors are advised that if a Work Order is issued as a result of this Contract, the successful Offeror may be required to complete a HIPAA Business Associate Agreement. A copy of this Agreement is included as Attachment K. This Agreement must be provided within five (5) Business Days of notification of the Work Order.

1.39 Non-Visual Access

1.39.1 By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

1.40 Mercury and Products That Contain Mercury

All Offerors are advised that if a Work Order is issued as a result of this Contract, the successful Offeror may be required to complete a Mercury Affidavit. A copy of this Affidavit

is included as Attachment L. This Affidavit must be provided within five (5) Business Days of notification of the Work Order.

1.41 Veteran-Owned Small Business Enterprise Goals

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

1.42 Location of the Performance of Services Disclosure

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

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Purchasing and Recycling Electronic Products

All Offerors are advised that if a Work Order is issued as a result of this Contract, if purchasing and recycling electronic products, the following may be applicable:

- 1.44.1 State Finance and Procurement Article, Md. Code Ann. § 14-414, requires state agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>
- 1.44.2 Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code Ann. § 14-415, requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site:
<http://www.dgs.maryland.gov/ISSSD/InventoryControlManual>.
- 1.44.3 The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/support/pages/securitypolicies.aspx> discusses proper precautions to protect confidential information stored on media.

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

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

- A. Shall constitute Contracts between the Contractor and that government, agency or organization;
- B. For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- C. For non-State entities, shall not be binding or enforceable against the State; and
- D. May be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

1.46 Retainage

1.46.1 Transition-In Retainage

A retainage of 10% of the fixed price for the Transition-In period will be held until:

1. Completion of a 90 consecutive day period after completion of the Transition-In with no operations and maintenance deficiencies.

An operations and maintenance deficiency is defined as:

1. Any action on the part of the Contractor which results in an unplanned Web Application outage
2. Any action which violates security protocols
3. Failure to meet SLAs as identified in Section 3.11
4. Documented failure to perform required operational procedures (e.g., backups).

In the event of an operations and maintenance deficiency during the 90 day period, Contractor must immediately correct the problem and provide to the Contract Manager within three business days a plan which describes how Contractor will prevent the deficiency from occurring again.

1.46.2 Work Order Retainage

DoIT may elect to establish retainage on Work Orders issued under this Contract. Retainage, if elected, will be no more than 10% of the overall cost of the Work Order. Retainage funds will be disbursed upon the later of:

1. Acceptance of the work performed under the Work Order, or
2. Successful completion of the Performance Testing/Warranty Period if one has been established for the Work Order.

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2 MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

Offeror must satisfy each of the following minimum requirements and shall provide at least three examples of past engagements for each:

1. Web development and operational support of either SharePoint and/or WordPress web environments with a total combined of at least 960,000 visitors per month.
2. The Offeror must have provided managed web services for at least two years within the last five (5) years.
3. One of the examples provided must be for a federal, State or local government entity.

Subcontractor experience may not be used by Offeror to meet Minimum Qualifications. The Minimum Qualifications must be met by the Offeror.

2.2 Offeror Personnel Minimum Qualifications

- 2.2.1 Offeror's Personnel shall meet the following Minimum Qualification criteria to be eligible for consideration in the evaluation of this RFP:
- 2.2.2 Resumes must clearly outline starting dates and ending dates for each applicable experience.
- 2.2.3 The following positions shall be required to meet the qualifications stated in this section:
 1. Project Manager must:
 - a. Hold a current Project Management Professional certification from the Project Management Institute, or equivalent, as solely determined by the Procurement Officer.
 - b. Have a minimum of two (2) years of experience leading a project involving web development and operational support in an enterprise level web environment supporting multiple web applications. Experience shall have been completed within two (2) years of the date Proposal submissions are due.
 2. Analyst, Computer Systems Senior must:
 - a. Have a minimum of two (2) years' experience within the last three (3) years developing or supporting applications with all of the following technologies:
 - i. SharePoint
 - ii. Microsoft .NET web development environment
 - iii. SQL Server administration and development
 - iv. HTML
 - v. CSS
 3. Applications Developer, Advanced Technologies, Senior (2 Resources) must:

- a. Have a minimum of three (3) years' experience within the last four (4) years developing or supporting applications with all of the following technologies.
 - i. SharePoint
 - ii. WordPress
 - iii. Microsoft .NET web development environment
 - iv. SQL Server administration and development
 - v. HTML
 - vi. CSS
 - vii. XML
 - viii. Windows Server Administration
 - ix. JavaScript
 - x. PhotoShop

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3 SCOPE OF WORK

3.1 Background and Purpose

The Maryland Department of Information Technology (DoIT) requires a hosted cloud solution and related services (collectively, Web Services, as depicted in Figure 1 below). The scope of work includes providing cloud hosting services (Hosting Services) to include 24x7x365 monitoring and support, security, backup and recovery procedures, and definition and execution of disaster recovery and business continuity of operations processes. Additionally, DoIT is seeking Web Application Development services for both hosted and non-hosted web sites, as well as Web Application Management services for Web Applications not hosted by the Contractor.

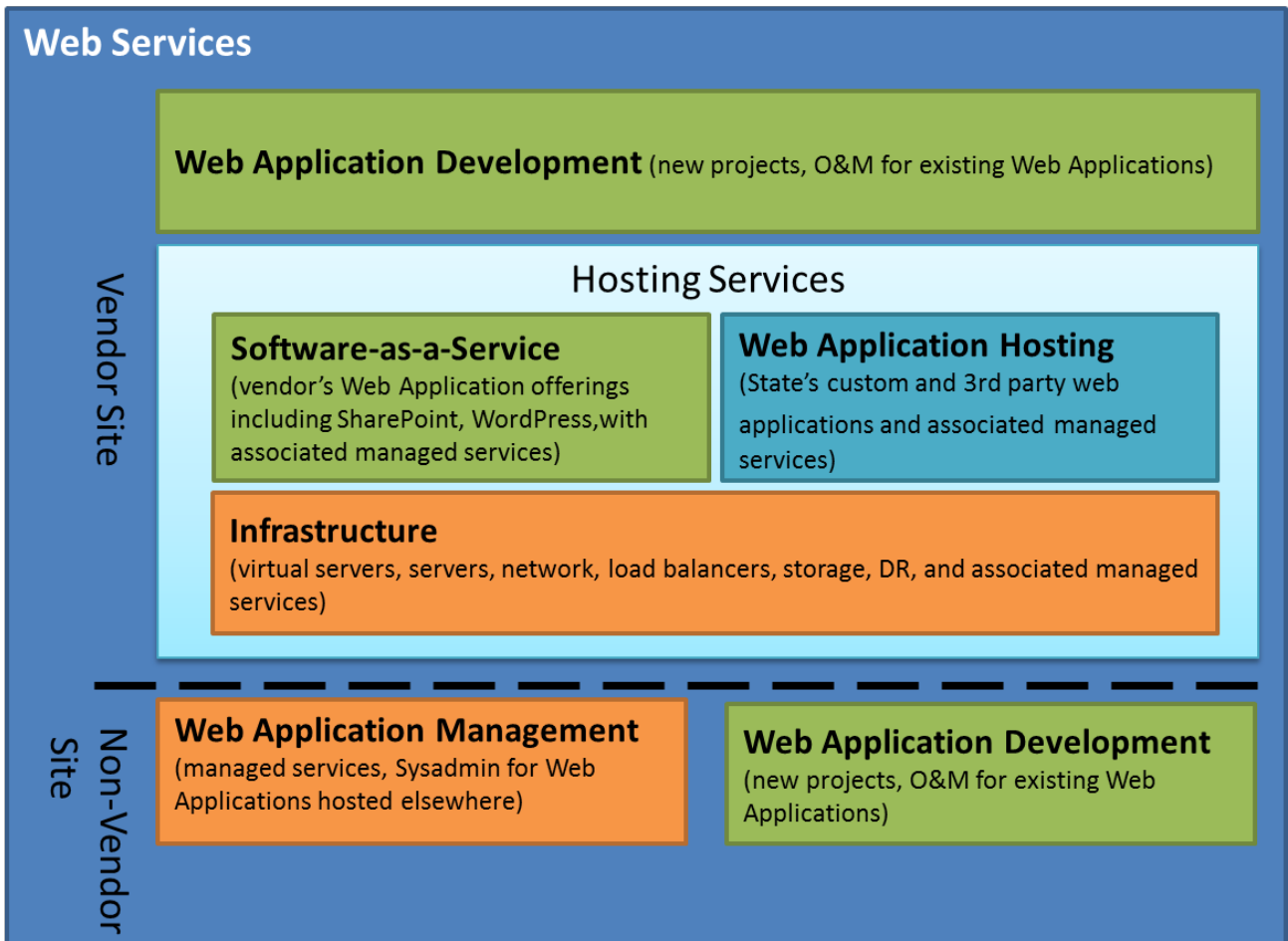


FIGURE 1 – WEB SERVICES

The majority of work under this Contract will be providing comprehensive Web Services in a shared services environment called DoIT’s Operational Baseline. DoIT’s Operational Baseline will require Hosting Services, environment configurations, and requirements as described in Section 3.3.6, the scope of which is depicted in Figure 2 below.

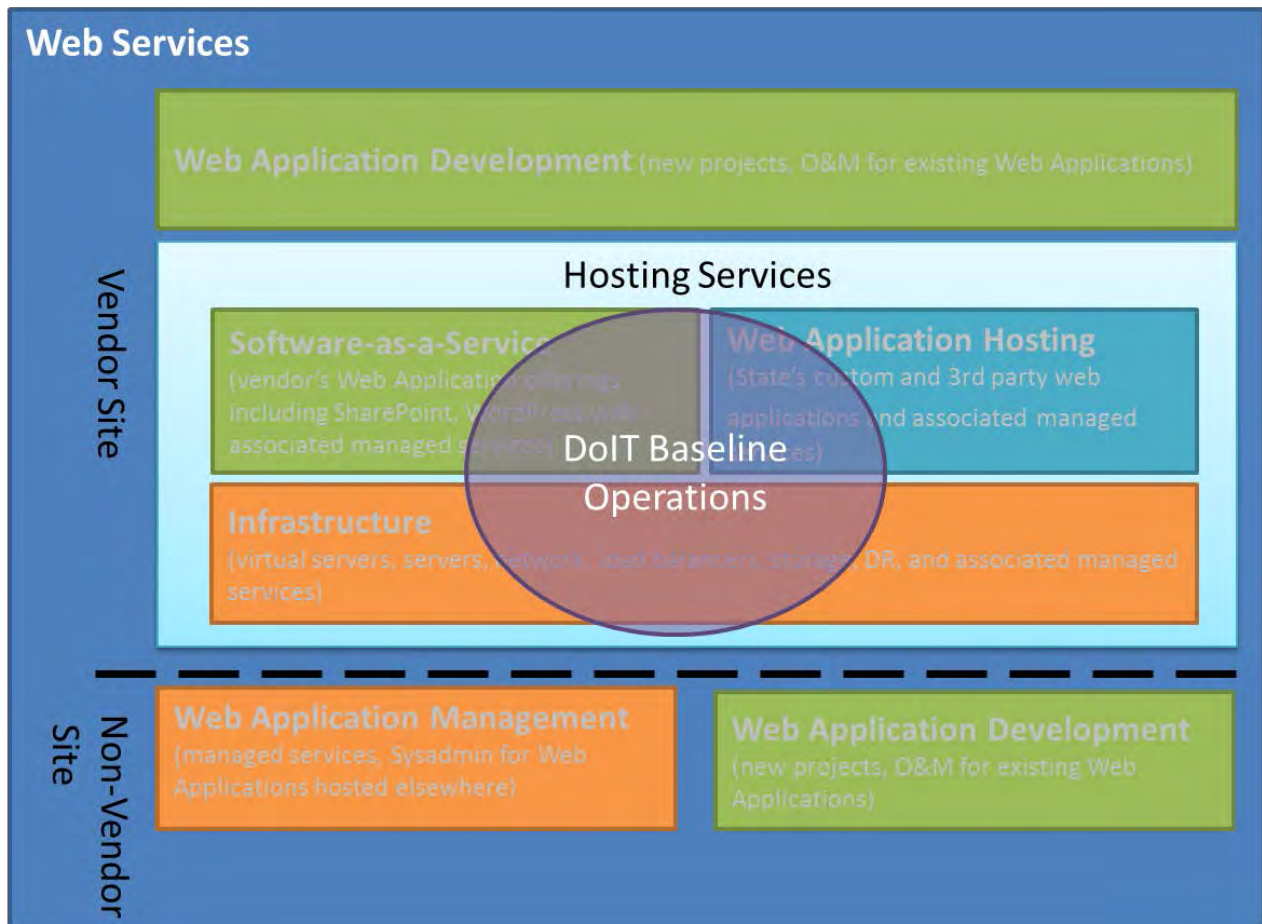


FIGURE 2 – SCOPE OF DOIT BASELINE OPERATIONS

Initial migration of the Web Applications from the current hosting locations at the UMCP Datacenter and DoIT in Annapolis, Maryland to the cloud solution is required (see the full list in Appendix A). The business owners of these Web Applications include DoIT and agencies such as the Department of Budget and Management (DBM), the Governor's Office and various coordinating offices, Maryland Department of Agriculture, Maryland Emergency Management Administration, and Maryland Department of Natural Resources.

DoIT intends to offer Web Services under this RFP to Requesting Agencies via the Work Order Process and a reimbursable cost model based on the pre-defined services and price structure reflected in this RFP. DoIT will manage this Contract and will issue all Work Orders. New development projects will include work with other State agencies and may be performed at other facilities or locations.

Offerors shall be required to furnish satisfactory evidence that they meet or exceed the minimum qualifications listed in Section 2 of this RFP.

3.2 Agency / Project Background

3.2.1 Agency Background

DoIT is a cabinet-level agency that has responsibility for information technology matters across State agencies including policy, procurement and consolidation of Information Technology functions. This includes delivery of IT services to agencies and standards-based initiatives under a shared services model.

3.2.2 Project Background

In 2001 the DBM Office of Information Technology began the Maryland.gov Portal project in response to legislation that directed the State to “move toward more citizen centric web based applications to assist in providing goods and services to Maryland’s citizens.”

Since 2001, the DBM’s and DoIT’s various web sites and web applications have been consolidated within the software/hardware and network security architecture of Maryland.gov that included migration of the site from a commercial data center to a state-owned data center served by the State’s wide area network (networkMaryland™). In 2012, eleven (11) web positions were transferred from other agencies to form a shared services group within DoIT to provide web development and technical support to other agencies including statewide web standardization initiatives. In 2013 DoIT migrated Maryland.gov to a hosting arrangement with NICUSA, Inc. under DoIT’s Self-Funded eGovernment Services contract allowing DoIT to focus efforts on delivery of service to agencies and standards-based initiatives through further consolidation under a shared services model.

3.2.3 Objectives

More than 4 million visitors traverse all of the State’s websites each month. Many citizens and visitors conduct business with State agencies via online services and engage in social media as showcased by the Maryland.gov portal. DoIT desires to expand and improve the State’s efforts to engage residents, businesses, employees, and local governments, hereinafter referred to as “Customers,” through the use of the Internet and centralized services. Benefits of a centralized cloud hosting and web shared services approach include efficiency and cost savings, reduced operating expenses, enhanced security and reusable solutions. Customers benefit from the convenience of 24 hours per day, 365 days per year online, anytime, anywhere interactions and transactions with the State.

The DoIT Operational Baseline’s hosted content management solutions include Microsoft SharePoint and WordPress. These products are core solutions that provide content management and collaboration functions as well as secure access for Internet, intranet and extranet contributors. The use of templates and reusable web parts and plugins allow multiple sites with distinct statewide design and functional standards to be hosted on a centralized platform with 24x7x365 managed services, availability and security monitoring.

3.2.3.1 Business Objectives

DoIT has the following business objectives for the IT services provided under this RFP:

- a) Enable strategic decisions by DoIT and Requesting Agencies to effectively migrate applications to the cloud in order to reduce costs and to provide efficiencies.

- b) Provide maximum alignment with State policies, requirements and mandates to assist Requesting Agencies' ability to achieve management objectives.
- c) Reduce the total cost of ownership of state-owned data centers.
- d) Improve the availability, performance and flexibility of data center services.
- e) Provide a broad array of services, security and support for application business owners (Requesting Agencies), end-users and Customers.
- f) Ensure adherence to State and federal security and privacy regulations.
- g) Provide a consistent level of support to Customers through tiered functions and service levels.
- h) Provide rapid development of new business solutions such as web and mobile applications, forms and registration, and shared resource tools for utility and training.
- i) Continuing integration of the State's current websites and new page development.
- j) Development and delivery of a continually expanding set of shared services.
- k) Migration/conversion of existing eGovernment applications with no interruption or degradation of service as a result of these efforts.
- l) Customizable applications developed for State agencies that provide electronically delivered services and information (e.g., eGovernment) to Customers.
- m) Enable mobility across hosting models and service providers by providing interoperable and portable solutions;
- n) Meet evolving demands for applications by scaling infrastructure and application resources to support Requesting Agencies and Customers.

3.2.3.2 Technical Objectives

DoIT has the following technical objectives for the IT services provided under this RFP:

- a) Provide all technical services to fully develop and deliver services through all the various life cycle development phases.
- b) Provide technical architecture diagram of the cloud hosting platform.
- c) Transition towards metered cloud services, provisioning, accounting and billing of those services.

3.2.3.3 Security Objectives

DoIT has the following Security objectives for the IT services provided under this RFP:

- a) Provide comprehensive analysis of current applications and infrastructure that incorporates security considerations such as the presence of Sensitive Data, legal and regulatory issues, disaster recovery, internal security considerations, etc.
- b) Provide support and services in alignment with the Federal Risk and Authorization Management Program (FedRAMP).

3.2.4 Current Environment

The current environment includes software components and system administration of VMWare, load balancers and Active Directory to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operation and hosting of Web Applications and associated software platforms:

- a) Microsoft Windows 2008 R2 Datacenter (IIS 7.5 and ADS)
- b) Microsoft SharePoint Server 2010 Enterprise
- c) WordPress 4.0.1
- d) MySQL 5.6.22
- e) SQL Server 2008 R2 –Enterprise Edition
- f) Linux Redhat Enterprise
- g) PHP 5.6
- h) ASP.NET 4.0
- i) McAfee Move AV agent
- j) Vice Versa
- k) VMware VCenter 5
- l) Microsoft Systems Operations Center 2012

DoIT's web production environment is hosted at the UMCP Datacenter. networkMaryland™ provides redundant connectivity to the Internet (10 Mbps). A remote backup solution as well as network and security monitoring including IDS/IPS is handled via out-of-band service and VPN connections.

Application maintenance is performed remotely using both HTTPS/SSL/PKI and VPN connections established between the DoIT site in Annapolis and the production environment at UMCP or other hosting locations.

SharePoint Server 2010 and WordPress are the primary software applications used for website development. SharePoint manages sites based on Microsoft's three stage topology, with authoring, staging, and production farms.

Additional items that will be supported under this RFP through the Work Order process includes such things as additional custom applications, COTS software applications, and possibly providing support services for Web Applications with existing cloud hosting furnished outside the scope of this Contract.

DoIT Operational Baseline Information

No.	Site Name	Agency	Platform	Google Analytics (Pageviews)	Google Analytics (Sessions)	
1	dbm.maryland.gov	Department of Budget and Management	SharePoint	574,514	207,989	DoIT SharePoint Environments
2	doit.maryland.gov	Department of Information Technology (DoIT)	SharePoint	58,232	18,087	
3	mdhope.dhcd.maryland.gov	Department of Housing and Community Development	SharePoint	19,637	11,588	
4	mcp.maryland.gov	Department of General Services Maryland Capitol Police	SharePoint	1,838	732	

5	spending.dbm.maryland.gov	Department of Budget and Management	SharePoint	905	637
6	grants.maryland.gov	Governor’s Grants Office	SharePoint	7,924	2,837
7	mema.maryland.gov	Maryland Emergency Management Agency	SharePoint	14,904	7,095
8	mda.maryland.gov	Maryland Department of Agriculture	SharePoint	63,754	24,797
9	goma.maryland.gov	Governor’s Office of Minority Affairs	SharePoint	9,715	2,838
10	bpw.maryland.gov	Board of Public Works	SharePoint	11,869	4,430
11	iMap.maryland.gov	Governor’s Office/DoIT	SharePoint	17,698	5,064
12	cdn.doit.md.gov	Department of Information Technology	SharePoint	5000	2500
13	alerts.maryland.gov		SharePoint	5000	2500
14	dnr2.maryland.gov	Department of Natural Resources	SharePoint	1,402,377	638,274
15	mmp.maryland.gov	Department of Housing and Community Development	SharePoint	117,914	26,516
16	dors.maryland.gov	MSDE Division of Rehabilitation Services	SharePoint	725	39
17	msrc.maryland.gov	Maryland State Rehabilitation Council	SharePoint	204	61
			Total Monthly	2,312,210	955,984

No.	Site Name	Agency	Platform	Google Analytics (Pageviews)	Google Analytics (Sessions)
13	green.maryland.gov	Governor’s Office	WordPress	2,332	1,439
14	veterans.maryland.gov	Veteran’s Administration	WordPress	17,694	7,464
17	news.maryland.gov/mema	Maryland Emergency Management Agency	WordPress	995	617
18	news.maryland.gov/dnr	Department of Natural Resources	WordPress	48,749	32,176
19	news.maryland.gov/statestat	Governor’s Office	WordPress	3,109	1,018
20	news.maryland.gov/mde	Maryland Department of Environment	WordPress	5000	2500
21	news.maryland.gov/mda	Maryland Department of Agriculture	WordPress	5,262	2631
22	news.maryland.gov/horseboard	Maryland Department of Agriculture	WordPress	5000	2500
23	news.maryland.gov/dpscs	Department of Public Safety and Correctional Services	WordPress	5000	2500
24	news.maryland.gov/goma	Governor’s Office of Minority Affairs	WordPress	135	68
25	news.maryland.gov/MSDE	Maryland State Department of Education	WordPress	25	13
26	rural.maryland.gov	Maryland Department of Agriculture	WordPress	717	279

DoIT Word Press Environment

27	osp.maryland.gov	Office of the State Prosecutor	WordPress	1,335	610
28	news.maryland.gov/dnr	Department of Natural Resources	WordPress	5000	2500
29	baystat.maryland.gov	Governor's Office	WordPress	2,283	1,069
30	seafood.maryland.gov	Department of Natural Resources	WordPress	3,111	1,406
31	news.maryland.gov/dgs	Department of General Services	WordPress	1,022	461
32	goc.maryland.gov	Governor's Office for Children	WordPress	3,950	1,439
33	laborboards.maryland.gov	State Labor Relations Board	WordPress	2,060	411
35	streamhealth.maryland.gov	Governor's Office	WordPress	779	401
36	greenprint.maryland.gov	Governor's Office	WordPress	5000	2500
37	growthprint.maryland.gov	Governor's Office	WordPress	147	116
38	agprint.maryland.gov	Governor's Office	WordPress	624	203
39	oysters.maryland.gov/	Governor's Office	WordPress	1,346	561
41	goci.maryland.gov	Governor's Office of Community Initiatives	WordPress	116	54
42	community.maryland.gov	Governor's Office of Community Initiatives (redirect)	WordPress	5000	2500
43	africanamerican.maryland.gov	Governor's Office of Community Initiatives	WordPress	1,492	366
44	african.maryland.gov	Governor's Office of Community Initiatives	WordPress	510	93
45	americanindian.maryland.gov	Governor's Office of Community Initiatives	WordPress	821	105
46	asian.maryland.gov	Governor's Office of Community Initiatives	WordPress	737	195
47	caribbean.maryland.gov	Governor's Office of Community Initiatives	WordPress	410	116
48	hispanic.maryland.gov	Governor's Office of Community Initiatives	WordPress	687	169
50	middleeastern.maryland.gov	Governor's Office of Community Initiatives	WordPress	561	109
51	southasian.maryland.gov	Governor's Office of Community Initiatives	WordPress	928	402
52	bdmuseum.maryland.gov	Banneker Douglass Museum	WordPress	5000	2500
53	odhh.maryland.gov	Governor's Office of the Deaf and Hard of Hearing	WordPress	2,007	776
54	blogs.maryland.gov	Governor's Office	WordPress	5000	2500
			Total Monthly	143,944	74,767

No.	Site Name	Agency	Platform	Google Analytics (Pageviews)	Google Analytics (Sessions)	
57	gohs.maryland.gov	Governor’s Office of Homeland Security	HTML	1,907	728	Governor’s Environment
58	ltgovernor.maryland.gov	Lt. Governor’s Office	HTML	13,357	6,615	
59	ethics.maryland.gov	Ethics Commission	HTML	6,584	2,952	
62	governor.marlyand.gov	Governor’s Office	HTML	74,247	35,281	
64	firstlady.maryland.gov	Governor’s Office	HTML	1,395	743	
65	statestat.maryland.gov	Governor’s Office	HTML	9,831	4,460	
63	governor.maryland.gov/blog	Governor’s Office	WordPress	24,729	8,673	
66	trees.maryland.gov	Governor’s Office	WordPress	6,055	3,201	
			Total Monthly	138,105	62653	

Representative data file sizes for sites in the Operational Baseline:

maryland.gov	20.8	MB
goci.maryland.gov	10.6	MB
africanamerican.maryland.gov	19.1	MB
african.maryland.gov	2.53	MB
americanindian.maryland.gov	19.4	MB
asian.maryland.gov	10.7	MB
caribbean.maryland.gov	1.95	MB
hispanic.maryland.gov	2.38	MB
indian.maryland.gov	1.69	MB
middleeastern.maryland.gov	10.6	MB
southasian.maryland.gov	2.18	MB
bdmuseum.maryland.gov	10.9	MB
odhh.maryland.gov	13.3	MB
gohs.maryland.gov	12.3	MB
ethics.maryland.gov	19.8	MB
blogs.maryland.gov	20.5	MB
pilotclimatechange.maryland.gov	19.3	MB
volunteermaryland.maryland.gov	11.2	MB
military.maryland.gov	2.97	MB
gopi.maryland.gov	2.37	MB

3.3 General Requirements

3.3.1 Required Project Policies, Guidelines and Methodologies

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- D. The State of Maryland Information Technology Project Oversight policies at: www.DoIT.maryland.gov - keyword: IT Project Oversight; if applicable, on a Work Order basis.
- E. State Standardization Initiatives – <http://doit.maryland.gov/webcom/Pages/Standards.aspx>.
- F. Project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- G. The State of Maryland IT DR Recovery Guidelines - <http://doit.maryland.gov/publications/stateofmarylanddisasterplanning.pdf>

3.3.2 Contractor Responsibilities

- 3.3.2.1 The Contractor shall furnish a robust pricing model that allows services and components, including capacity, to be combined in various ways to support the Operational Baseline or, separately, an individual Work Order.
- 3.3.2.2 The Contractor shall work with the State to establish governance policies for Web Services furnished under this Contract, and shall implement changes in accordance with those policies as updated from time to time.
- 3.3.2.3 The Contractor shall recommend and apply new and emerging technologies to the web site/web page development process. The Contractor shall recommend solutions that will assist State agencies in providing efficiencies and effective services.
- 3.3.2.4 The Contractor shall design Web Applications according to Statewide design standards and use universal or alternative methods to accommodate accessing the Internet via various devices without the use of a traditional web browser, including but not limited to personal hand-held devices, IVR, kiosks, cell phones, wireless access protocol (WAP) devices, and WebTV.
- 3.3.2.5 Contractor shall provide project management services and reporting to accomplish the work described in this RFP.

- 3.3.2.6 The Contractor shall designate a full-time Client Manager for the State at no separate charge. The Contractor's Client Manager shall be responsible for coordinating and managing all activities of the Contract from the Contractor's perspective.
- 3.3.2.7 The Contractor's Client Manager shall meet regularly with DoIT's Contract Manager to review projects, status of scheduled maintenance, customer service activities, change requests or other issues that need to be addressed.
- 3.3.2.8 DoIT's Contract Manager will serve as a liaison between the Client Manager and State agencies for the use of the Contract. All pertinent aspects of this Contract, such as planning and design services, development and integration of applications into DoIT's enterprise, designation of fees and priority of work orders will be coordinated by the Contractor's Client Manager through DoIT's Contract Manager.

3.3.3 Managed Services (applicable to all Web Services)

- 3.3.3.1 The following requirements apply to all managed services offered by the Contractor, at the appropriate level for the specific managed service:
 - a) Account setup and administration
 - b) Applying Updates and patches, configurations
 - c) Monitoring.
 - d) Business support for planning, provisioning, transition, testing, general inquiries or analysis.
 - e) Root credential key management and multi-factor authentication.
 - f) Quarterly root password and key rotation.
 - g) Identity and access management (IAM) provisioning and management.
- 3.3.3.2 The Contractor shall supply training materials on the use of Contractor's standard cloud services and solutions at no charge to the State and Requesting Agency.

3.3.4 Hosting Services (Fixed Unit Pricing)

- 3.3.4.1 Contractor shall furnish the following mandatory items as part of its Hosting Services:
 - a) Providing 24x7x365 secure hosting for State Web Applications inclusive of connectivity, physical security and installation of the hardware, software, racks, space, power, networking and other necessary IT assets to support all necessary environments including production and provide the necessary reliability, scalability, and redundancy.
 - b) Ensuring effective production operations inclusive of Web Application (and associated infrastructure) accessibility and uptime, processing and storage capacity, failover capability, load-balancing and redundant environments as needed
 - c) Supplying proactive capacity and growth planning based on the projections through derived calculations

- d) Supplying tools, procedures and processes for recording, managing, tracking and reporting, and resolving issues, defect reports, and enhancement requests
 - e) Supplying hardware, network, systems, and services monitoring, performance analysis and trending, and trouble-shooting
 - f) Providing 24X7X365 monitoring of all hardware, application, network, and services, including proactive notification and escalation of issues. See section 3.3.3 Managed Services and 3.34.14 Network Managed Services for more detail.
 - g) Instituting required hosting policies, processes, and procedures as required and approved by DoIT.
 - h) Implementing different Hosting Services controls, boundaries and levels of access as specified on an individual Work Order.
 - i) Generate reports for usage and performance for mandatory and any optional services ordered, including any reports necessary to demonstrate meeting the SLA service level(s) selected.
 - j) Servers - Physical and virtual computing capability
 - k) Backups – Providing services related to maintenance, backup, and recovery
 - l) Providing a disaster recovery site, replication, and the procedures for fail-over/fail-back. See section 3.3.4.15 Backup/Disaster Recovery Services for additional requirements.
 - m) Database Hosting – Provide database software as a hosted platform as stand-alone, shared or tiered database solutions. SQL and Oracle are required.
 - n) Hosting for multiple environments (e.g., test, development, production)
 - o) Software-as-a-Service/Platform-as-a-Service
 - i. Furnish Platform as a Service and/or Software as a Service models for SharePoint and WordPress. The Technical Proposal and associated pricing shall clearly indicate details of the managed services offered with these hosted software applications.
 - ii. SharePoint application hosting shall include State-furnished licenses. The Contractor shall perform license management and renewal of the State's licenses throughout the term of the Contract and/or Work Order.
 - iii. Updating, patching or applying out-of-the-box functions of SharePoint and WordPress themes and plugins
 - p) Operating Systems - Windows Server; Linux.
 - q) Intrusion Detection Services (IDS)/Intrusion Prevention Services (IPS)
 - r) Software maintenance activities to include all Upgrades, patches, hot fixes to, or replacements of 3rd party applications and infrastructure components
- 3.3.4.2 The Contractor shall offer several tiers of service (e.g., speed, availability, bandwidth) for its various Hosted Services.

3.3.4.3 The Contractor shall furnish public, private, community and hybrid cloud models as such terms are defined in “The NIST Definition of Cloud Computing”, the National Institute of Standards and Technology (NIST) 800-145: private, public, and community.

3.3.4.4 The Contractor may provide descriptions and pricing for other Hosting Services offerings.

- a) For Software-as-a-Service/Platform-as-a-Service: the Technical Proposal and associated pricing shall clearly indicate which managed services and SLAs are offered with any hosted software application.

3.3.4.5 USER AUTHENTICATION AND SECURE CONNECTIONS

The Contractor shall establish identity and access management (IAM) to authenticate users as well as devices using those credentials without requiring additional solution credentials.

Authentication and secure connections solutions may include:

- a) Active Directory;
- b) Lightweight Directory Access Protocol (LDAP);
- c) SecureAuth ID
- d) Secure Socket Layer (SSL)
- e) DoIT’s IAM solution

3.3.4.6 The Contractor shall provide the ability to connect Contractor-hosted Web Applications, including any associated data store, to other applications in other environments hosted by the Contractor, and also at location(s) external to the Contractor’s hosting boundaries. Contractor support of such connection may include, but is not limited to, configuring interface(s) to support data exchange between the two, maintaining and configuring any Contractor-supplied demilitarized zone (DMZ), firewall, gateway configurations, and/or Active Directory.

Example hosting locations include but are not limited to:

- a) another government agency,
- b) a university,
- c) a private sector enterprise, or
- d) another Cloud hosting provider.

3.3.4.7 Hosting Services Changes

- a) Hosting Services pertaining to capacity, such as servers and database hosting, shall support both manual requests for change and automatic changes initiated in response to a configurable trigger (e.g., database is 80% full).
- b) Changes to Hosting Services, including capacity changes, shall be completed within the specified time as established by a Work Order, or if the Work Order is silent, based on the Contractor’s published SLA.

- 3.3.4.8 The Contractor shall offer the ability for the State to specify the number of physical resources in a hardware cluster.
- 3.3.4.9 The Contractor shall provide a static IP for a specified host instance as specified in an individual Work Order.
- 3.3.4.10 The Contractor shall provide the ability to perform testing of all infrastructure components.
- 3.3.4.11 The Contractor shall provide capabilities to efficiently manage environments, including:
- a) The ability to create, name, store and apply different configurations to one or more environments to enable rapid and repeatable application of specific configurations.
 - b) Maintaining current performance and uptime requirements for publishing and production environments when applying saved configuration settings into the environment.
 - c) The ability to migrate user accounts, customer profiles, groups and security settings between environments.
 - d) Secure File Transfer – capability for any Contractor Personnel, State personnel, or State-designated individual working on the Contractor’s network to securely transfer files of any size and type to internal or external business partners.
 - e) The ability to migrate data and Web Applications from one environment to another and maintain version control of migrated changes.
 - f) The ability to import and export data into and out of an environment from other environments external to the Contractor’s environments.
 - g) The ability to report active user accounts.
- 3.3.4.12 The Contractor shall identify in its technical proposal if it offers a secure portal that the State can access to view resource utilization and other dashboard reporting.
- 3.3.4.13 Hosting Managed Services

The Contractor shall provide managed services to provide full support for the Contractor-supplied hosted cloud environments. The Contractor shall provide the managed services necessary to support all Hosting Services listed in this section 3.3.4, including but not limited to:

- a) Account setup and administration.
- b) Applying updates and patches, configurations.
- c) Monitoring and reporting to track metrics and availability (e.g. – usage, performance, security).
- d) Business support for planning, provisioning, transition, testing, general inquiries or analysis.
- e) Root credential key management and multi-factor authentication.
- f) Quarterly root password and key rotation.

- g) Identity and access management (IAM) provisioning and management.
- h) Training materials on the use of Contractor's cloud services and solutions.

3.3.4.14 Network Managed Services and Support

The Contractor shall provide managed services to provide full support for the Contractor-supplied hosted cloud environments. The Contractor shall provide the managed services necessary to support all Hosting Services listed in this section 3.6.1, including but not limited to:

- a) The Contractor shall operate a full time (24x7x365) Network Operation Center (NOC) to continuously monitor the Web Services and associated solution components, including but not limited to servers, virtual servers, SANs, disk/tape backups, load balancers and firewalls.
- b) The Contractor shall provide 24x7x365 support and remediation personnel to work with DoIT and/or other State contractor(s) to troubleshoot and resolve incidents related to the technical infrastructure for the Web Services and associated solution components (e.g., web and database servers, routers/switches, firewalls, load balancers, backups and internet connection, backup and disaster recovery services).
- c) The Contractor shall furnish personnel with expertise in managed firewall services to interface with DoIT and/or State contractor(s) to ensure reliable and secure connections across the Internet for remote services.
- d) As part of weekly status reporting, the Contractor shall furnish performance and usage statistics from collecting and analyzing information from all Hosted Services equipment which shall include but not be limited to the following: routers, IDS/IPS, switches, firewalls, load balancers, Windows servers, backups and Internet connections.
- e) Weekly status reporting shall also include trend analysis and any recommendations regarding: system performance, availability, security and capacity.
- f) Weekly status reporting shall include a count and analysis of Security Incidents.
- g) The Contractor shall analyze information for various business purposes requested by the State.

3.3.4.15 Backup/Disaster Recovery Services

- a) The Contractor shall provide backup and DR for primary locations and the capability to provide DR for offsite locations for all Hosting Services, if requested.
- b) The Contractor shall propose, implement and manage a backup service for archival and DR retrieval purposes. Backups shall consist of weekly full, hot backups and daily incremental hot backups. Current volume is 300 gigabytes (GB) of hard disk data storage per month. Additional storage needs shall be furnished at a per GB rate identified on Attachment F -- Price Sheet.
- c) The Contractor shall determine the backup requirements for all Web Applications and associated components or new data added in connection with this Contract.

- d) The Contractor shall schedule, perform, monitor and test the backup/restore procedure to full functionality, with at least one (1) live exercise per year and one (1) tabletop exercise per year.
- e) The Contractor shall maintain backup media in fireproof vaults at an offsite storage facility at a minimum of 25 mile radius away from the primary site.
- f) The Contractor shall provide DR services in accordance with the Statewide Security Policy identified in Section 3.3.1 and the State IT DR Recovery Guidelines (<http://doit.maryland.gov/publications/stateofmarylanddisasterplanning.pdf>), as may be amended from time to time.

3.3.4.16 Configuration and Change Management Services

- a) The Contractor shall establish and follow a configuration change control process to minimize risk and minimize downtime of any Hosted Services.
- b) The Contractor shall notify DoIT of any changes that may result in an outage in the Operational Baseline environments, and shall notify both DoIT and other Requesting Agencies of any changes that may result in an outage for Web Applications under Work Orders.

3.3.5 Other Services

The Contractor shall provide the following additional services, which may be applied to State in-house and/or other cloud hosted Web Applications not hosted by the Contractor. The scope of these services shall be described via the Work Order process.

Web Applications may include front-end to mainframe systems or involve data transformation solutions between disparate systems. Projects may also involve custom solutions or the implementation of COTS solutions including, but not limited to, electronic commerce/electronic data interchange (EC/EDI). As part of a Work Order, the Web Applications and associated projects are responsible for identifying the functional and technical requirements and to facilitate secure integration and/or interface with existing State systems. This includes performing acceptance testing, providing second-level customer service support as well as business rules and specifications for any application development project.

3.3.5.1 Web Application Development Services (Time and Materials or Fixed Price) – Development, testing, deployment of new Web Applications and new development for existing Web Applications.

3.3.5.1.1 The Contractor shall respond to requests, issues, and defects in accordance with the SLA defined for the Web Application.

3.3.5.2 Web Application Managed Services (Time and Materials or Fixed Price, depending on Work Order requirements), to include monitoring, configuration, troubleshooting, system administration, and managing any environment provisioning. For third party Web Applications, the Contractor shall apply all updates, Upgrades, hot fixes and security patches, and shall (if requested in the Work Order), provide software license management on behalf of the State.

3.3.6 Operational Baseline Support (Fixed Monthly Price, Fixed Unit Price, T&M Pricing)

- 3.3.6.1 The Contractor shall supply a cloud solution to host and manage the DoIT Operational Baseline. The initial set of Web Applications in the DoIT Operational Baseline is listed in Appendix A. Note: most content in the DoIT Operational Baseline is managed by State personnel.
- 3.3.6.2 Semi-annually, completed Work Orders resulting in Web Applications deployed into DoIT's production Operational Baseline will be reconciled and swept into the Operational Baseline scope through a Contract modification.
- 3.3.6.3 The Contractor shall furnish fixed monthly and fixed unit price Hosting Services and associated managed services as described in Section 3.3.4 for the DoIT Operational Baseline, to include:
- A. Replicating the current environment as defined in 3.2.4, or equivalent
 - B. Provisioning development, and testing, production environment and publishing environment
 - C. Availability Service Level 24x7x365 (as defined in Section 3.11)
 - D. Other requirements as defined in Section 3.3.3 Managed Services, Section 3.6 Additional Requirements, 3.7 Security Requirements, and 3.11 Service Level Agreement
- 3.3.6.4 The Contractor shall support Web Applications that reside on the Operational Baseline development, testing, publishing, and production environments.
- 3.3.6.5 The Contractor shall replace, Upgrade, patch or apply hot fixes as directed through the weekly configuration change control process to ensure that Web Applications and associated software and infrastructure components are up to date.
- 3.3.6.6 The Contractor shall also furnish a predefined number of hours per month for requested software maintenance, (e.g., changes to the DoIT Operational Baseline not related to 3rd party or infrastructure Upgrades, patches, hot fixes). Offeror to identify number of hours for fixed price. Note: Contractor's standard managed services pricing shall include at no additional charge to the State all Upgrades, patches, and hot fixes to the 3rd party applications and infrastructure components.
- 3.3.6.7 The Contractor shall ensure that the Web Applications are accessible via mobile devices and popular web browsers, current and prior versions (e.g., Microsoft's Internet Explorer, Mozilla Firefox, Chrome, Opera, Safari).
- 3.3.6.8 Contractor Personnel
- a) The Contractor shall provide Contractor Personnel with web development experience in SharePoint, WordPress, C#, ASP.NET, JavaScript, HTML, CSS, XML, SQL Server, and Photoshop and the ability to translate application requirements into web pages to serve either as stand-alone site elements or as the front end to web-based applications.
 - b) The Contractor shall furnish Contractor Personnel with web programming, database and technical skills appropriate to support the maintenance and development of the SharePoint portal software, to manage out of the box and custom web parts as well as third-party solutions to manage and publish content.

- c) The Contractor shall be responsible for day-to-day management of assigned projects and Contractor Personnel on a fixed price basis. The Contractor shall, as necessary, prepare and present program level management products such as work breakdown structures, charts, tables, graphs, milestone calendars and diagrams to assist in analyzing problems and making recommendations. DoIT anticipates this role to be filled by the Project Manager, which may not be a full time position.
 - d) The Project Manager will participate in weekly status meetings, execution of change management procedures and associated meetings, all as part of fixed price services for Operational Baseline Support. Management of work under a Work Order shall be determined and priced on a per Work Order basis, as necessary.
 - e) The Contractor shall identify a primary technical point of contact for administration of the project and configuration control of technical components to ensure availability and reliability of all websites, web applications and web services.
 - f) The Contractor shall maintain a repository of all System Source Materials that is accessible by the State. This repository shall be updated as changes (including but not limited to Upgrades, updates, hot fixes) are implemented.
- 3.3.6.9 As part of weekly status reporting, the Contractor shall furnish performance and usage statistics from collecting and analyzing information from all Hosted Services equipment which shall include but not be limited to the following: routers, IDS/IPS, switches, firewalls, load balancers, Windows servers, backups and Internet connections.
- 3.3.6.10 The Contractor shall provide monthly statistics using Google Analytics and other reporting tools. The statistics must include traffic levels (usage), number of trouble tickets, outages, duration of each outage, and outage resolution.
- 3.3.6.11 The Contractor shall provide periodic updates of the technical architecture diagram of the cloud hosting platform.
- 3.3.6.12 The Baseline Maintenance and Operations tasks shall commence only when the final transition status meeting (Section 3.4.10) has occurred, representing that all items included in the Transition-In Plan have been completed and the State has certified that the Contractor is fully prepared to assume responsibility to provide the technical support and services described in this section.

3.4 Transition-In Requirements (Fixed Price)

- 3.4.1 The Contractor shall, during the Transition-In period, migrate and demonstrate readiness to fully support the DoIT Operational Baseline from the existing UMCP Datacenter and Annapolis, MD sites to the Contractor's facilities, including (but not limited to) establishing all network and infrastructure components, obtaining any software licenses, and implementing disaster recovery procedures and mechanisms sufficient to support the existing Web Applications listed in Appendix A. The State will be responsible for establishing any connections to the Contractor from locations external to the Contractor.
- 3.4.2 The TO Contractor shall complete Transition-In activities within 60 calendar days, including verification and performance testing. Note: the incumbent contractor will be providing support for up to 60 days.

- 3.4.3 The Offeror shall submit a draft Transition-In Plan as part of the Technical Proposal (see Section 4.2.2.6.F).
- 3.4.4 The Transition-In period shall begin as of the NTP Date. The Contractor shall provide an updated draft Transition-In Plan at the Kick-off meeting for review.
- 3.4.5 The Contractor will be provided the incumbent's Transition-Out Plan. The Contractor shall integrate the incumbent's Transition-Out Plan into the Contractor's Transition-In Plan as necessary to ensure smooth performance of the Transition-In period.
- 3.4.6 Contractor Personnel shall work closely with both State employees and incumbent contractor staff. Key Personnel are expected to work on-site at DoIT's offices in Annapolis, MD for the duration of the Contract term.
- 3.4.7 The Contractor's Project Manager shall coordinate the Transition-In activities.
- 3.4.8 The Contractor shall submit the Final Transition-In Plan within 10 business days following the NTP Date. Upon State acceptance of the Final Transition-In Plan, the Final Transition-In Plan shall be implemented in accordance with the timeframe specified therein.
- 3.4.9 The Contractor shall schedule and conduct transition status meetings for the duration of the Transition-In period.
- 3.4.10 Approval by the Contract Manager that the Contractor has satisfactorily completed all Transition-In activities as identified in this Section represents the end of the Transition-In period. The Contractor shall assume responsibility for the Operational Baseline upon Transition-In completion.
- 3.4.11 The Transition-In Plan shall address at a minimum the following areas and activities:
- a) Staffing including SharePoint, SQL Server, .NET, and WordPress software expertise;
 - b) Communication plan between the Contractor, DoIT, the incumbent contractor and other state contractors;
 - c) Security, access, and connectivity;
 - d) Hardware, software, and office administrative needs;
 - e) Training and orientation of the Contractor Personnel on all applicable application;
 - f) Attaining working knowledge of the State's general business practices and standard operating procedures (SOPs) as provided by DoIT.
 - g) A Work Breakdown Structure identifying all tasks to be completed during the transition period;
 - h) Attaining working knowledge of all technical and functional matters associated with the as-is network and Security architecture; and
 - i) Timing of transition; status reporting and meetings between DoIT and various parties demonstrating the Contractor's operational readiness to provide services.

3.5 Transition-Out Requirements (Fixed Price)

- 3.5.1 The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition (Transition-Out) to the State or a third party, e.g., a successor contractor, as directed by the Contract Manager. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
- 3.5.2 The Contractor, upon the Procurement Officer's written notice, shall support Transition-Out activities as described in this Section.
- 3.5.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Manager.
- 3.5.4 The Contractor shall provide a draft Transition-Out Plan within 120 business days of Contract end date.
- 3.5.5 The Transition-Out Plan shall address at a minimum the following areas:
- a. Staffing and any staffing concerns/issues related to the closeout of the Contract;
 - b. Communications and reporting process between the Contractor and the Contract Manager;
 - c. Security;
 - d. Any hardware/software inventory;
 - e. Any final training of State staff or another State agent's staff;
 - f. Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - g. Knowledge transfer, to include:
 - i. A working knowledge of the current environment as well as the general business practices of the State;
 - ii. Review with DoIT the procedures and practices that support the business process and current environment;
 - iii. Working knowledge of all technical and functional matters associated with the System, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract;
 - iv. Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract;
 - v. A working knowledge of various utilities and corollary software products used in support and operation of the System;
 - h. Plans to complete tasks and any unfinished work items; and
 - i. Any risk factors with the timing and the Transition-Out schedule.

- j. The Contractor shall document any risk factors and suggested solutions.
- 3.5.6 The Contractor shall ensure all documentation and data including, but not limited to, System Source Materials and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Manager.
- 3.5.7 The Contractor shall provide copies of current daily and weekly back-ups to the State or a third party as directed by the Contract Manager as of the final date of transition, but no later than the final date of the Contract.

3.6 Additional Requirements

3.6.1 Issue Tracking, Ticketing, Escalation

DoIT has a Service Desk ticketing System (currently Remedy) that is used to track all ongoing maintenance issues reported by DoIT's customers. DoIT also has a separate Support Desk that is a central point of contact for all technology issues including desktops, network and server infrastructure and web applications. Web Services issues received by the DoIT Service Desk will be recorded in DoIT's Service Desk ticketing system (either Remedy or new system implemented by DoIT), which will notify appropriate technical personnel from this Contract if the problem is determined to be related to the Web Services supported under this Contract.

DoIT maintains a separate Network Operations Center (NOC) that is responsible for providing technical support for DoIT's state-owned network and hosting infrastructure.

- 3.6.1.1 The Contractor shall establish and maintain a ticketing system to record and monitor all SIRs and CRs. Separate ticketing systems for non-Operational Baseline Work Orders are acceptable.
- 3.6.1.2 The Contractor shall provide a phone number and an e-mail address for the State to report CRs and SIRs. A caller must have the ability to leave a message.
- 3.6.1.3 The Contractor shall respond to tickets during the hours specified for availability service levels at the response and resolution times defined in Section 3.11.
- 3.6.1.4 The Contractor shall provide remote access to the ticketing system for use by DoIT staff and, for non-Operational Baseline Work Orders, the Requesting Agency. Access to all such system(s) shall be provided to DoIT for audit and review purposes.
- 3.6.1.5 The Contractor shall notify the State that a reported issue is closed, with an indication of the resolution.
- 3.6.1.6 For Web Applications not hosted by the Contractor, any issue the Contractor believes to be State network related shall be reported via a ticket submitted to DoIT's Service Desk for network managed services technical support.
- 3.6.1.7 The Contractor shall work collaboratively with the State's NOC to assist in the resolution of issues that affect the State's network infrastructure.
- 3.6.1.8 The Contractor shall establish and follow standard notification and escalation procedures to keep the State informed of unresolved issues, requirements, and defects.

3.6.1.9 The Contractor shall record any Security Incidents as a SIR.

3.6.2 Change Management

3.6.2.1 The Contractor shall maintain all System Source Materials in an electronic configuration management system using documented change management procedures. These shall include at a minimum, for the Web Services furnished under this Contract:

- a) All Web Services:
 - i. Standard operating procedures
 - ii. Backup and Disaster Recovery Plan
- b) Hosting Services
 - i. Network and security architectural design
 - ii. Software inventory
- c) Web Application Management Services
 - i. Roles and responsibilities matrix
 - ii. System Documentation
- d) Web Application Development Services
 - i. Roles and responsibilities matrix
 - ii. Functional System Design Document
 - iii. System Documentation

3.6.2.2 The Contractor shall follow any change management procedures established by DoIT or a Requesting Agency.

3.6.2.3 The Contractor shall work with the Contract Manager to recommend and finalize a configuration control process that interfaces on a regular basis with the State and supports the goals and objectives of this Contract.

3.6.2.4 Where necessary, the Contractor shall establish change management processes with a Requesting Agency to: ensure work under development and work in production is backed up and minimize risk of downtime of any Web Application.

3.6.2.5 The Contractor shall record, manage, and keep up to date all reported issues, defects, and change requests in a repository, following documented procedures. The Contractor shall make these issues, defects, and change requests along with their current status, available to DoIT and the Requesting Agency upon request.

3.6.2.6 Unless specified otherwise in this Contract or a Work Order, all Upgrades and regulatory updates for non-custom software shall be provided at no additional cost.

3.6.2.7 The Contractor shall establish a weekly configuration change control meeting working with DoIT and/or State contractor(s) to ensure redundant services, network security management, monitoring, data backup, storage, disaster recovery and restore services.

3.6.3 Reporting

- 3.6.3.1 The Contractor shall provide reporting as described in a Work Order.
- 3.6.3.2 The Contractor shall analyze information for various business purposes requested by the State.
- 3.6.3.3 The Contractor shall provide weekly and monthly status reporting.
 - a) Weekly status reporting shall include trend analysis and any recommendations regarding system performance, availability, security and capacity.
 - b) Weekly and monthly status reporting shall include SIR and CR tracking, metrics, and also record solutions and projected resolution dates for unresolved SIRs and CRs.
- 3.6.3.4 Contractor shall furnish reports that demonstrate whether SLAs have been met for the reporting period.

3.6.4 Contractor-supplied Hardware, Software, and Materials

DoIT envisions that hardware, software and materials might be needed to fulfill the scope of a Work Order issued under this contract, when Web Services provided are outside the Contractor's hosted environment.

- 3.6.4.1 The Contractor shall be responsible for acquiring any necessary hardware and software and for the hardware, software and materials needed for Contractor Personnel working at the Contractor's location or onsite at DoIT.
- 3.6.4.2 Hardware and software for any Work Orders within the scope of this RFP shall be purchased according to the procedures outlined in Section 3.13 of the RFP. DoIT reserves the right to purchase hardware and software from other sources if in the best interest of the State. **Any hardware or software purchased for the State can only be provided at cost without markup.**
- 3.6.4.3 Hardware and software costs procured as part of the RFP cannot exceed 49 percent of the total Contract value. Material costs shall be passed through with no mark up by the Contractor.

3.6.5 Custom Software

- 3.6.5.1 As described in the sample Contract (Attachment A), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with any COTS and/or System Source Materials, when developed under this Contract.
- 3.6.5.2 For all custom software provided to the State pursuant to this Contract, the Contractor shall provide the System Source Materials directly to the State in a form acceptable to the State.
- 3.6.5.3 The State shall have the right to audit System Source Materials for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source codes.

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

3.6.6 Travel Reimbursement

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

3.6.6.2 Non-routine travel is defined as travel beyond the 50-mile radius of Department's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in section 3.6.6.1 of this definition, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or work order.

3.7 Security Requirements

3.7.1 Employee Identification

3.7.1.1 All Contractor Personnel not in possession of a State badge shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

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

3.7.2 Information Technology

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

3.7.2.2 The Contractor shall:

- 1) Ensure that State information is protected with reasonable Security Measures.
- 2) Promote and maintain among the Contractor's employees and agents an awareness of the security needs of the State's information,

- 3) Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of by means of information technology,
 - 4) Ensure that appropriate Security Measures are put in place to protect the Contractor's internal systems from intrusions and other attacks, whether internal or external, e.g., message interception, tampering, redirection, or repudiation.
- 3.7.2.3 The Contractor and Contractor Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the Contract Manager as deemed appropriate by the State.
- 3.7.2.4 The Contractor shall provide diagrams that detail its schema for network, server, and transaction security.
- 3.7.2.5 The State requires data confidentiality, as through the use of a standardized and widely distributed tool such as SSL.
- 3.7.2.6 The State requires data confidentiality, integrity and non-repudiation of transactions.
- 3.7.2.7 Full audit trails must be maintained for transactions.
- 3.7.2.8 Access control must also be strictly enforced and audited.
- 3.7.2.9 Any and all remote administration of the hardware, operating system, or application software will require the use of strong, dual-factor authentication techniques such as token-based or challenge-response methods.

3.7.3 Ownership of Information and Privacy

Protection of the State's data and all Sensitive Data must be an integral part of the business activities of the Contractor. To this end, the Contractor shall comply with the following conditions:

- a) The Contractor shall notify the Contract Manager of any Web Applications, new requirements, data elements, or cloud solution components that may result in Contractor and/or a Subcontractor handling Sensitive Data.
- b) Data, databases and derived data products created, collected, manipulated, or directly purchased as part of the Contract shall become the property of the State. The Agency or Requesting Agency, as appropriate, is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- c) Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.
- d) At no time will any information belonging to or intended for the State be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

- e) Information obtained by the Contractor in the performance of this Contract will become and remain property of the State. The Contractor does not have any ownership over data at any time.
- f) The Contractor may not use any information collected in the performance of this Contract for any purpose other than fulfilling the Contract.
- g) The Contractor must comply with all privacy policies established by governmental agencies or State or federal law.
- h) Privacy policy statements as may be developed and amended from time to time by the State will be appropriately displayed on agency web pages.

3.7.4 Security Clearance / Criminal Background Check

Security clearances may be required by some State agencies and will be identified as such in a Work Order.

- a) The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for Contractor Personnel under a Work Order. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor Personnel providing services on-site at any location covered by the Work Order.
- b) The Contractor shall provide certification to the Requesting Agency that the Contractor has completed the required CJIS criminal background checks and that the Contractor's Personnel have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- c) The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - i. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - ii. any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - iii. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - iv. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - v. §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - vi. a crime of violence as defined in CL § 14-101(a).
- d) Contractor Personnel who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; an employee of the Contractor who has been convicted within the past five (5)

years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

- e) A Work Order may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on a Requesting Agency's premises. Upon receipt of more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to Requesting Agency regarding the Contractor Personnel working at or assigned to that Requesting Agency's premises.

3.7.5 On-site Security Requirement(s)

On-site security requirement(s) may be required by some State agencies and will be identified as such in a Work Order. For all conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- a) Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
- b) Further, the Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate the Contract for default.
- c) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.

3.7.6 Data Protection and Controls

3.7.6.1 Data Protection

- A. Contractor and/or Subcontractor shall implement Security Measures to protect State data that are no less rigorous than accepted industry practices, such as the current Control Objectives for Information and Related Technology (COBIT) framework

(<http://www.isaca.org/Knowledge-Center/COBIT/Pages/Overview.aspx>) or similar applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.

- B. To ensure appropriate data protection safeguards are in place, the Contractor and/or Subcontractor shall at minimum implement and maintain the following at all times for all Web Services provided:
1. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the surface of vulnerability. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in configuration files.
 2. Ensure that State data is not comingled with the Contractor's and/or Subcontractor's other clients' data through the proper application of compartmentalization security measures.
 3. Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption shall be applied to State data in transit over networks, to State data when archived for backup purposes, and, where possible, State data at rest. Encryption algorithms which are utilized for this purpose must comply with current National Institute of Standards and Technology recommendations contained in NIST Special Publication 800-131a (csrc.nist.gov/publications/nistpubs/800-131A/sp800-131A.pdf).
 4. Enable appropriate logging parameters on systems supporting the State to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy, as amended from time to time.
 5. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required.
 6. Ensure Web Application and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
 7. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating components from unsolicited and unauthenticated network traffic.
 8. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

9. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's and/or Subcontractor's security policy. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on the System's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable.
10. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access to Sensitive Data through compromise of the user access controls. Such measures are outlined in the State of Maryland Department of Information Technology's Information Security Policy, including specific requirements for password length, complexity, history, and account lockout. The State IT Security Policy and Standards may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
11. Ensure Sensitive Data is not processed, transferred, or stored outside of the United States.

3.7.6.2 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract, separated by Operational Baseline Support and Work Orders not related to Operational Baseline Support.

3.8 Labor Categories and Qualifications

The Labor Categories are identified and described below. To be responsive to this RFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a Price Sheet (Attachment F) that provides labor rates for all labor categories for all contract years (initial term and all option periods). Actual resumes shall be provided only for Key Personnel as described in Section 1.23.1. Resumes for resources provided later shall be coordinated by the Contract Manager per the Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a Work Order. All experience required must have occurred within the most recent ten (10) years.

3.8.1 Application Architect (Senior)

Position Description: The Application Architect (Senior) manages major projects that involve providing professional support services and/or the integration, implementation, and transition of large, complex systems. This individual is responsible for performing the following tasks:

- A. Providing design and development of e-government solutions, and taking responsibility for technical design and implementation of the architecture
- B. Designing, developing, and maintaining infrastructure and backend applications
- C. Providing expertise on defining the role of broadband and wireless applications

- D. Providing definition of current State architecture blueprints
- E. Providing expertise with web servers, gateways, application servers, and content management systems
- F. Providing experience in web application technologies and middleware solutions
- G. Researching new technologies and products for their applicability to business processes
- H. Comparing various solutions and determining the most suitable
- I. Ensuring that development efforts are well-planned and in compliance to standards

Education: This position requires a Bachelor's degree from an accredited college or university in engineering, computer science, mathematics, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of experience planning, designing, building, and implementing IT application systems. This individual must have led or been chief architect in a major IT applications implementation effort. This individual must also have a strong background in software engineering principles and techniques.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in designing medium to large-scale sites, and management of at least five Internet projects.

3.8.2 Application Developer, Advanced Technology

Position Description: The Application Developer, Advanced Technology shall translate applications requirements into web-based solutions using available technology. This individual shall apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least two (2) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least one (1) year of experience developing applications using advanced technologies such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

3.8.3 Application Developer, Advanced Technology (Senior)

Position Description: The Application Developer, Advanced Technology (Senior) must be able to translate applications requirements into web-based solutions using available technology. This individual must be able to apply new and emerging technologies to the software development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or five (5) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least three (3) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least one (1) year of experience developing applications using advanced technologies including Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

3.8.4 Application Development Expert

Position Description: The Applications Development Expert provides design recommendations based on long-term IT organization strategy. The position shall use a variety of platforms to provide automated systems applications to customers. This individual will be viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. His/her responsibilities include performing the following tasks:

- A. Developing enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features
- B. Providing expertise regarding the integration of applications across the business
- C. Determining specifications, then plans, designs, and developing the most complex and business critical software solutions, utilizing appropriate software engineering processes (either individually or in concert with a project team)
- D. Assisting in the most difficult support problems.
- E. Developing programming and development standards and procedures as well as programming architectures for code reuse
- F. Understanding and consistently applying the attributes and processes of current application development methodologies
- G. Researching and maintaining knowledge in emerging technologies and possible application to the business
- H. Acting as an internal consultant, advocate, mentor and change agent.

Education: This position requires a Bachelor's degree in computer science, information systems, or a related field or equivalent work experience. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of IT and business/industry work experience.

Specialized Experience: The proposed candidate must have at least three (3) years as a technical expert in an IT organization. This individual coaches and mentors the junior technical staff. The position will also provide technical input into the most complex and high impact IT decisions. This individual will be accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers. The position must have in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs.

3.8.5 Applications Programmer

Position Description: The Application Programmer analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. This individual is responsible for performing the following tasks:

- A. Developing block diagrams and logic flowcharts
- B. Translating detailed design into computer software
- C. Testing, debugging, and refining the computer software to produce the required product
- D. Preparing required documentation, including both program-level and user-level documentation
- E. Enhancing software to reduce operating time or improve efficiency
- F. Providing technical direction to programmers as required to ensure program deadlines are met

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

3.8.6 Business Process Consultant (Senior)

Position Description: The Business Process Consultant (Senior) develops business requirements and business processes re-engineering methodologies. This individual shall solve application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. The Business Process Consultant (Senior) is responsible for performing the following tasks:

- A. Communicating business requirements for reports and applications development
- B. Facilitating collaboration within and across business units and across IT functions
- C. Resolving problems and improving business units' technical environments

Education: This position requires a Bachelor's degree from an accredited college or university in Business, Human Resources Management or a related field. (Note: An MBA or MPA is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in business process re-engineering.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in re-engineering large scale business processes.

3.8.7 Change Management Expert/Lead

Position Description: The Change Management Expert/Lead shall work with the State's designated representatives to evaluate process efficiencies and recommend improvement options in the short term and long term; assist with identifying and resolving system gaps between business

process requirements and system capabilities; identify and document Change Management (CM) and training needs, develop and draft detailed CM strategy, plan and associated artifacts. Lead and manage the execution of the CM plan.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Engineering, Computer Science, Information Systems, Business, Psychology, or other related discipline.

General Experience: The proposed candidate must have at least ten (10) years of experience in organizational change management.

Specialized Experience: The proposed candidate must have at least eight (8) years of experience in drafting detailed CM strategy, plan and associated artifacts and five (5) years of experience in leading and managing the execution of the CM plan.

3.8.8 Computer Graphics Illustrator

Position Description: The Computer Graphics Illustrator shall recommend various methods of portraying ideas regarding the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines. The position shall utilize complex automated color graphic equipment, and PC software packages to perform duties.

Education: This position requires a high school diploma or the equivalent. An additional year of specialized experience may be substituted for the required education.

Total Experience: The proposed candidate must have at least three (3) years of experience in creating and generating graphics using computer graphics software. This individual must possess skill in the preparation of graphs, charts, and text data for visual presentations. A basic knowledge of graphic equipment, graphic software, file formats, and graphic terms is required.

3.8.9 Computer Operations Center, Specialist

Position Description: The Computer Operations Center Specialist shall establish detailed schedules for maximum utilization of all computer operations center equipment. The Computer Operations Center Specialist is responsible for performing the following tasks:

- A. Consulting with other data processing section personnel to coordinate activities, and prepare activity and progress reports regarding the computer operations center
- B. Evaluating production, equipment and personnel costs
- C. Analyzing and interpreting technical data processing data
- D. Communicating technical data processing information effectively both orally and in writing
- E. Applying applicable rules, regulations, policies and procedures of the computer operations center

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: This position requires a minimum of five (5) years of experience.

Specialized Experience: The proposed candidate must have:

- A. Possess at least three (3) years of specialized experience working in a computer operations center
- B. Possess the ability to function in a multi-system and/or multi-application environment. Ability to operate and monitor multiple terminals.
- C. Demonstrate knowledge of data processing operations, equipment, procedures, and workflow.
- D. Demonstrate knowledge of environmental requirements of mainframes, servers and other hardware.
- E. Demonstrate knowledge of emergency security procedures for a computer operations center.

3.8.10 Computer Programmer (Junior)

Position Description: The Computer Programmer (Junior) shall translate detail program flowcharts into program-coded instructions used by third- and fourth-generation, or current state-of-the-art computers.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of computer programming experience.

3.8.11 Computer Programmer (Senior)

Position Description: The Computer Programmer (Senior) shall utilize IT equipment and languages (third- and fourth-generation or current state-of-the-art) to develop and prepare diagrammatic plans to solve business, management, communications, and strategic problems. This individual shall design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. This individual shall verify the accuracy and completeness of programs and systems by preparing sample representative data, and perform testing by means of cycle and system processing.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of programming experience in software development or maintenance.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in IT systems analysis and programming.

3.8.12 Computer Software/Integration Analyst (Senior)

Position Description: The Computer Software/Integration Analyst (Senior) is responsible for performing the following tasks:

- A. Presenting system designs for user approval at formal reviews

- B. Performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results
- C. Providing solutions to identified software problem reports

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: The proposed candidate must have at least five (5) years of experience as a Computer Systems Analyst. This individual must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. This individual must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, finance, and accounting. This individual must be knowledgeable in life-cycle support, including maintenance, administration, and management.

3.8.13 Computer Specialist

Position Description: The Computer Specialist shall determine costs for converting computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators, and recommend better utilization of operating systems capabilities to improve system efficiency. His/her responsibilities shall include the following:

- A. Developing, managing, maintaining, and evaluating state-of-the-art computer hardware, software, and software development tools
- B. Evaluating their ability to support specific requirements and interface with other equipment and systems
- C. Determining potential and actual bottlenecks
- D. Proposing recommendations for their elimination
- E. Making recommendations for systems improvements that will result in optimal hardware and software usage

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least five (5) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and/or equipment analysis.

Specialized Experience: The proposed candidate must have at least three (3) years of experience as a computer hardware and/or systems software specialist, or as a systems analyst with duties relating to the evaluation of third- and fourth-generation or state-of-the-art computer hardware and software, and its ability to support specific requirements for systems management or large-scale system development and maintenance.

3.8.14 Computer Systems Analyst (Junior)

Position Description: The Computer Systems Analyst (Junior) develops requirements for information systems from a project's inception to conclusion. This individual develops required specifications for simple to moderately complex systems. The position shall be responsible for assisting senior computer systems analyst in preparing input and test data for the proposed system.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of computer experience in assignments of a technical nature, working under close supervision and direction.

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

3.8.15 Computer Systems Analyst (Senior)

Position Description: The Computer Systems Analyst (Senior) provides technical and administrative direction for personnel performing software development tasks; this includes the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. The Computer Systems Analyst (Senior) is responsible for performing the following tasks:

- A. Coordinating with the Program Manager to ensure problem solutions and user satisfaction
- B. Making recommendations, if needed, for approval of major systems installations
- C. Preparing milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives
- D. Providing daily supervision and direction to support staff

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DBMS), and use of programming languages. This individual must have knowledge of current storage and retrieval methods, and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

3.8.16 Computer Systems Programmer

Position Description: The Computer Systems Programmer creates and/or maintains operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. This individual shall modify existing software, and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in IT systems analysis and programming.

3.8.17 Computer Systems Programmer (Senior)

Position Description: The Computer Systems Programmer (Senior) creates and/or maintains operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. This position is responsible for modifying existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have twelve (12) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least ten (10) years of experience in IT systems analysis and programming.

3.8.18 Computer Systems Security Specialist

Position Description: The Computer Systems Security Specialist analyzes and defines security requirements for MLS issues. This individual is responsible for performing the following tasks:

- A. Designing, developing, engineering, and implementing solutions to MLS requirements
- B. Gathering and organizing technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena
- C. Performing risk analyses, which also includes risk assessment
- D. Providing daily direction to staff

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or four (4) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least six (6) years of experience in analysis and definition of security requirements, and at least four (4) years of IT experience in data security.

Specialized Experience: The proposed candidate must have at least four (4) years of specialized experience in defining computer security requirements for high-level applications, evaluating approved security product capabilities, and developing solutions to MLS problems.

3.8.19 Database Management Specialist (Junior)

Position Description: The Database Management Specialist (Junior) shall provide highly technical expertise and support in the use of DBMS. This individual shall evaluate and recommend available DBMS products to support validated user requirements. This individual is responsible for performing the following tasks:

- A. Defining file organization, indexing methods, and security procedures for specific user applications
- B. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments
- C. Ensuring that data integrity, security, and recoverability are built into the DBMS applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of experience in DBMS systems analysis and programming.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in using current DBMS technologies, application design utilizing various database management systems, and experience with DBMS internals.

3.8.20 Database Management Specialist (Senior)

Position Description: The Database Management Specialist (Senior) shall provide highly technical expertise and support in the use of DBMS. This individual is responsible for performing the following tasks:

- A. Evaluating and recommending available DBMS products to support validated user requirements
- B. Defining file organization, indexing methods, and security procedures for specific user applications
- C. Developing, implementing, and maintaining database back-up and recovery procedures for the processing environments
- D. Ensuring data integrity, security, and recoverability are built into the DBMS applications

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least six (6) years of experience in DBMS systems analysis and programming.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems, and experience with DBMS internals.

3.8.21 Database Manager

Position Description: The Database Manager shall manage the development of database projects. This individual is responsible for performing the following tasks:

- A. Planning and budgeting staff and data resources
- B. Supporting application developers in planning preparation, load analysis, and backup and recovery of data
- C. Reallocating resources to maximize benefits, when necessary
- D. Preparing and delivering presentations on DBMS concepts
- E. Providing daily supervision and direction to support staff
- F. Monitoring performance and evaluating areas to improve efficiency

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: The proposed candidate must have at least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

3.8.22 Documentation Specialist

Position Description: The Documentation Specialist gathers, analyzes, and composes technical information. This individual is responsible for performing the following tasks:

- A. Conducting research and ensuring the use of proper technical terminology
- B. Translating technical information into clear, readable documents to be used by technical and non-technical personnel
- C. Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment)

Education: This position requires an Associate's Degree in a related field.

General Experience: The proposed candidate must have at least four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in preparing technical documentation including researching for applicable standards.

3.8.23 Facilities Specialist

Position Description: The Facilities Specialist performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to

- A. High and low pressure steam plant boilers
- B. Security and fire systems
- C. Portable and installed generator sets
- D. Automatic transfer sets
- E. Uninterruptable power supplies

- F. Batteries and associated electrical wiring/components
- G. Air handling units, pumps, exchangers and cooling towers
- H. Carpentry, painting, plumbing and electrical and mechanical activities
- I. Various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment

Education: This position requires a High School diploma or the equivalent.

General Experience: The proposed candidate must have at least one (1) year of experience in facilities work or related field.

3.8.24 Help Desk Manager

Position Description: The Help Desk Manager provides daily supervision and direction to the staff responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and other network services. This individual shall manage the personnel that serve as the first point of contact for troubleshooting hardware and software PC and printer problems.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the management of a Help Desk. General experience includes information systems development, network, and other work in the client/server field, or related fields.

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

3.8.25 Help Desk Specialist (Junior)

Position Description: The help Desk Specialist provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. This individual serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least five (5) years of experience in business IT environments, with emphasis on PC hardware and applications. General experience includes information systems development, work in the client/server field, or related fields.

Specialized Experience: The proposed candidate must have at least two (2) years of comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. This individual must show demonstrated ability to communicate orally and in writing and to have a positive customer service attitude.

3.8.26 Help Desk Specialist (Senior)

Position Description: The Help Desk Specialist (Senior) provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. This individual serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: This position requires a minimum of seven (7) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General experience includes, but is not limited to: information systems development, work in the client/server field, or related fields.

Specialized Experience: The proposed candidate must have at least five (5) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. The proposed candidate must have at demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

3.8.27 Information Engineer

Position Description: The Information Engineer shall apply a set of disciplines for planning, analysis, design, construction, and maintenance of information systems on a business-wide basis or across a major sector of the business. This individual is responsible for performing the following tasks:

- A. Performing business strategic systems planning, information planning, and analysis
- B. Performing process and data modeling in support of the planning and analysis efforts using both manual and automated tools (such as I-CASE tools)
- C. Applying reverse engineering and re-engineering disciplines to develop migration strategic and planning documents
- D. Providing technical guidance in software engineering techniques and automated support tools

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience in engineering, systems analysis, design, and programming.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in information systems development, functional and data requirement analysis, systems analysis, and design, programming, program design, and documentation preparation.

3.8.28 Information Engineer (Senior)

Position Description: The Information Engineer (Senior) develops analytical and computational techniques and methodology for problem solutions. This position is responsible for performing the following tasks:

- A. Performing process and data modeling in support of the planning and analysis efforts using manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools.
- B. Applying reverse engineering and reengineering disciplines to develop migration strategic and planning documents.
- C. Providing technical guidance in software engineering techniques and automated support tools.
- D. Applying business process improvement practices to modernization projects.
- E. Applying, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques.
- F. Assisting in establishing standards for information systems procedures.
- G. Developing and applies organization wide information models for use in designing and building integrated, shared software and Database Management Systems (DBMS).

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and programming using CASE and IE tools and methods.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

3.8.29 Information Security Engineer

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

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

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

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

3.8.30 Information Technology Architect (Senior)

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

Position Description: The Internet/Intranet Site Developer (Junior) must be able to translate applications requirements into the design of complex web sites, including integrating web pages

and applications. The individual in this position must be able to apply new and emerging technologies to the development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

Specialized Experience: The proposed candidate must have at least one (1) year of experience designing, developing and deploying Web sites and/or Web Applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

3.8.31 Internet/Intranet Site Developer (Junior)

Position Description: Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the development process.

Education: A Bachelor's Degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have one (1) year of web development experience using current Web development and graphic tools, as well as Web server and database administration.

Specialized Experience: At least one (1) year of experience designing, developing and deploying Web sites and/or Web Applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

3.8.32 Internet/Intranet Site Developer (Senior)

Position Description: The Internet/Intranet Site Developer (Senior) shall translate application requirements into the design of complex web sites, including integrating web pages and applications. This individual shall apply new and emerging technologies to the site development process.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least five (5) years of web development experience using current Web development and graphic tools, as well as Web Server and database administration.

Specialized Experience: The proposed candidate must have at least three (3) years of experience designing, developing and deploying Web sites and/or Web Applications, including product

selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

3.8.33 Internet/Web Architect

Position Description: The Internet/Web Architect is responsible for analyzing assigned specifications, planning, designing, and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business processes. This individual shall provide appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. This individual is responsible for minimizing the issues between the client and the server applications, and for the overall setup and design of the Internet and web server architecture. The impact and complexity of this job will increase if the organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

Education: This position requires a Bachelor's Degree in Computer Science, Information Systems, or a related field; or equivalent work experience.

General Experience: The proposed candidate must have at least five (5) years of IT work experience.

Specialized Experience: The proposed candidate must have worked independently or as a part of a team under general supervision, and have coached more junior technical staff. This individual must have worked in the role of a technical expert for an IT organization on its web application(s). This individual must provide input into highly complex and high impacting decisions as it relates to his/her area of expertise.

3.8.34 Network Administrator

Position Description: The Network Administrator performs a variety of network management functions related to the operation, performance, or availability of data communications networks. This individual is responsible for performing the following tasks:

- A. Analyzing client LANs/WANs, isolating the source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance
- B. Modifying command language programs and network start up files, assigning/reassigning network device logical, and participating in load balancing efforts throughout the network to achieve optimum device utilization and performance
- C. Establishing new user accounts on the network, granting access to required network files and programs.
- D. Managing network E-mail functions
- E. Establishing mailboxes and monitoring mail performance on the network
- F. Troubleshooting network/user problems, and presenting resolutions for implementation
- G. Preparing a variety of network resource reports

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or two (2) years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, the candidate should be certified as a network administrator for a specific network

operating system as defined by the State. Certification criteria are determined by the network operating system vendor. Two (2) additional years of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field. This individual must have advanced knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management. This individual must also have experience with cable/LAN meters, protocol analyzers, SNMP' and RMON based software products. Additionally, he/she must have knowledge of Ethernet, FDDI and high speed WANs and routers.

3.8.35 Network Engineer (Junior)

Position Description: The Network Engineer (Junior) performs similar duties as directed or instructed by the senior network engineer. This individual conducts studies pertaining to network configuration, and monitors traffic patterns such as protocols and peak usage. This individual must stay current with technological changes.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least three (3) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks.

3.8.36 Network Engineer (Senior)

Position Description: The Network Engineer is responsible for the design and implementation of large data communications or telecommunications networks. This individual is also responsible for the design and implementation of LANs/WANs using hub switching and router technology. In addition, the Network Engineer is responsible for performing the following tasks:

- A. Planning and monitoring the installation of communications circuits
- B. Managing and monitoring local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways)
- C. Conducting short and long-term plans to meet communications requirements
- D. Performing hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment
- E. Preparing tradeoff studies and evaluations for vendor equipment
- F. Generating network monitoring/performance report, for LAN/WAN utilization studies

- G. Recommending network design changes/enhancements for improved system availability and performance

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or a related scientific or technical discipline. If applicable, the candidate must be certified as network engineer for the specific network operating system as defined in by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least nine (9) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least seven (7) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. This individual must have experience with network analysis/management tools and techniques, and be familiar with Personal Computers (PCs) in a client/server environment. This individual must also be familiar with IT technology and long distance and local carrier management.

3.8.37 Network Manager

Position Description: The Network manager performs a variety of network management functions in support of MIS services related to the operation, performance, or availability of data communications networks. This individual shall serve as an LAN/WAN consultant skilled in network analysis, integration, and tuning. His/her responsibilities include performing the following tasks:

- A. Modifying command language programs and network start up files, assigning/re-assigning network device logical, analyzing network performance, and recommending adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks
- B. Analyzing client LANs/WANs, isolating source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance
- C. Conducting load balancing efforts to achieve optimum device utilization and network performance
- D. Managing network E-mail functions
- E. Establishing mailboxes and monitoring mail performance on the network
- F. Coordinating with communications engineering to resolve hardware problems
- G. Working with customer and operations staff in scheduling preventative and emergency maintenance activities

Education and Other Requirements: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. If applicable, the candidate must be certified as a network engineer for the specific network operating system as defined by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least twelve (12) years of experience in a computer-related field. This individual must have a working knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least ten (10) years of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, or have data communication equipment installation and maintenance. He is must have knowledge of cable including FDDI, FOIRL, and 10Base T. in addition, the candidate must have a working knowledge of Ethernet, high speed WANs, routers, bridges, and switches.

Experience working with IBM's SNA, with knowledge of the MVS operating system and SNA protocols. This individual must have experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products.

3.8.38 Network Security Engineer

Position Description: The Network Security Engineer designs, develops, engineers, and implements solutions for projects such as biometrics, smart cards, Secure remote access, VPN, Intrusion detection, port scanning, web security, and vulnerability assessments and remediation.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. A Master's Degree in one of the above disciplines is equal to one (1) year of specialized and two (2) years of general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least eight (8) years of computer-related experience.

Specialized Experience: The proposed candidate must have at least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and security management.

3.8.39 Network Technician

Position Description: The Network Technician performs similar duties as directed or instructed by the senior network engineer. This individual adds or exchanges externally connected PC accessories and data communications equipment including cables, boards, batteries, disks drives, and other PC components. This individual also attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications, and data communications equipment.

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

General Experience: The proposed candidate must have at least three (3) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least two (2) years of experiences installing and maintaining shared resources for communication networks and devices.

3.8.40 Program Manager

Position Description: The Program Manager serves as the single point of contact for the State regarding day-to-day IT project operations. The position shall oversee and direct all resources provided under this RFP. His/her responsibilities shall include overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance and implementing course corrections as needed. The Program Manager is responsible for performing the following:

- A. Managing day-to-day project activities
- B. Identifying issues and risks and recommending possible issue and risk mitigation strategies
- C. Facilitating State agency and Master Contractor discussions / meetings
- D. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
- E. Identifying critical paths, tasks, dates, testing, and acceptance criteria
- F. Ensuring the application of State SDLC standards.
- G. Providing solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels)
- H. Monitoring issues and providing resolutions for up-to-date status reports
- I. Documenting and delivering project management related artifacts

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a Project Management Professional (PMP) certification from the Project Management Institute (PMI).

General Experience: The proposed candidate must have at least ten (10) years of experience in project management.

Specialized Experience: The proposed candidate must demonstrate at least eight (8) years of experience managing complex IT development projects, similar to that described in the Statement of Work. This individual must also have experience in a leadership role for at least three (3) successful projects with an organizational change management component that involve working with stakeholder groups across the organization. The candidate must possess at least five (5) years of experience using PMI's Project Management Body of Knowledge (PMBOK) methodologies and artifacts.

3.8.41 Program Manager, Deputy

Position Description: The Deputy Program Manager works closely with the Program Manager to ensure the smooth running of the program and/or project(s). The Program Manager is responsible for performing the following:

- A. project scheduling;
- B. assigning staff;
- C. allocating resources;
- D. assessing risk and its management;

- E. coordinating the various components which contribute to the program and/or project(s) as a whole to ensure they are being delivered on time; ensuring that deadlines are met;
- F. updating staff and keeping all stakeholders in the program and/or project(s) informed of progress and any issues which may arise.
- G. Support the Program Manager on contract operations.
- H. May be called upon by Program Manager to organize, direct, and coordinate the planning and production of contract activities, projects and support activities, including those of subcontractors.
- I. May oversee the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.
- J. Demonstrates excellent written and verbal communications skills.

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Current Project management certification is required.

General Experience: The proposed candidate must have at least ten (8) years of experience in program or project management.

3.8.42 Project Control Specialist

Position Description: The project Control Specialist monitors financial and/or administrative aspects of assigned Contracts and deliverables. This individual tracks and validates all client financial information, establishes and maintains master Contract files, prepares and monitors status of all deliverables, and tracks the value of Contracts. This individual uses the automated systems to track deliverables, financial transactions, and management information.

Education: This position requires a High School Diploma or the equivalent. Bachelor's degree

General Experience: The proposed candidate must have at least three (3) years of experience working with monitoring systems. This individual must be familiar with manpower and resource planning, preparing financial reports and presentations, and cost reporting Contract guidelines.

Specialized Experience: The proposed candidate must have experience in the preparation and analysis of financial statements, and development of project schedules, using cost-accounting and labor-reporting systems, with a working knowledge of Contract and subcontract management. This individual must be proficient in the use of spreadsheets and project management tools.

3.8.43 Project Manager, Deputy

Position Description: The Deputy Project Manager reports to the Program Manager. The Deputy Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders including process management, change management, document management, and contract management. Tasks performed by the Deputy Project Manager include:

- A. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project.

- B. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria.
- C. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels).
- D. Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: This position requires a from an accredited college or university with a major in Engineering, Computer Science, Information Systems, Business or other related discipline. (Note: A master's degree or project management certification is preferred.)

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget.

3.8.44 Project Manager, Functional

Position Description: The Functional Project Manager performs day-to-day management of activities pertaining to the functional deliverables of the project. This individual is responsible for performing the following **Position Description:**

- A. Facilitating State agency and Master Contractor discussions / meetings
- B. Identifying issues and risks, and recommending possible issue and risk mitigation strategies
- C. Identifying critical paths, tasks, dates, testing, and acceptance criteria
- D. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
- E. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)
- F. Monitoring issues and providing resolutions for up-to-date status reports
- G. Demonstrating excellent writing and oral communications skills

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a PMP certification from the PMI.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. In addition, he/she must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. The

candidate must possess at least five (5) years of experience using PMI's PMBoK methodologies and artifacts.

3.8.45 Project Manager, Technical

Position Description: The Technical Project Manager performs day-to-day management of activities pertaining to the non-functional technical deliverables of the project. This individual is responsible for performing the following **Position Description:**

- A. Identifying issues and risks, and recommending possible issue and risk mitigation strategies
- B. Facilitating State agency and Master Contractor discussions / meetings
- C. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
- D. Identifying critical paths, tasks, dates, testing, and acceptance criteria
- E. Forming the strategy and roadmap for operating systems platform and architecture
- F. Influencing the business and development teams on future architecture
- G. Works with other IT and business teams for technology impacts across the enterprise and formulates strategy.
- H. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)
- I. Mentoring architects, developers, and analysts of all levels in industry best practices, procedures, and concepts
- J. Monitoring issues and providing resolutions for up-to-date status reports
- K. Demonstrating excellent writing and oral communications skills

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a Project Management Professional (PMP) certification from PMI. Information Technology Infrastructure Library (ITIL) certification is required.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. This individual must have at least five (5) years of experience in designing Enterprise Architecture (i.e. Infrastructure, Technology, and Application) for integrated applications for an organization of equal or greater size. The candidate must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. In addition, he/she must possess at least five (5) years of experience using PMI's PMBoK methodologies and artifacts.

3.8.46 Quality Assurance Consultant (Senior)

Position Description: The Quality Assurance Consultant provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. This individual is responsible for performing the following tasks:

- A. Establishing capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementing effective root cause analysis and corrective action system, and continuous process improvement
- B. Providing strategic quality plans in targeted areas of the organization
- C. Providing QA strategies to ensure continuous production of products consistent with established industry standards, government regulations, and customer requirements
- D. Developing and implementing life cycle and QA methodologies and educating, and implementing QA metrics

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems or a related discipline.

General Experience: The proposed candidate must have at least eight (8) years of information systems quality assurance experience.

Specialized Experience: The proposed candidate must have at least five (5) years of experience working with statistical methods and quality standards. This individual must have a working QA/process knowledge, and possess superior written and verbal communication skills.

3.8.47 Quality Assurance, Manager

Position Description: The Quality Assurance Manager must be capable of maintaining and establishing a process for evaluating software and associated documentation. The individual in this position performs the following tasks:

- A. Determine the resources required for quality control.
- B. Maintain the level of quality throughout the software life cycle.
- C. Develops software quality assurance plans.
- D. Conducts formal and informal reviews at predetermined points throughout the development life cycle.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience in quality assurance and quality control.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment.

3.8.48 Quality Assurance Specialist

Position Description: The Quality Assurance Specialist determines the resources required for quality control. This individual is responsible for performing the following tasks:

- A. Maintaining the level of quality throughout the software life cycle
- B. Developing software quality assurance plans
- C. Maintaining and establishing a process for evaluating software and associated documentation
- D. Participating in formal and informal reviews at predetermined points throughout the development life cycle to determine quality
- E. Examining and evaluating the software quality assurance (SQA) process and recommending enhancements and modifications
- F. Developing quality standards

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline.

General Experience: The proposed candidate must have at least five (5) years of experience working with quality control methods and tools.

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

3.8.49 Software Engineer

Position Description: The Software Engineer reviews and analyzes system specifications. Other tasks performed by this position:

- A. Prepares programming specifications.
- B. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses.
- C. Prepares unit and test scripts.
- D. Prepares documentation.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have at three (3) years of experience as a software engineer.

Specialized Experience: The proposed candidate must have at least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with Database Management Systems (DBMS).

3.8.50 Systems Administrator

Position Description: The Systems Administrator monitors and coordinates all data system operations including security procedures and liaison with end users. This individual is responsible for performing the following tasks:

- A. Ensuring that necessary system backups are performed, and storage and rotation of backups are accomplished
- B. Monitoring and maintaining records of system performance and capacity to arrange vendor services, or other actions for reconfiguration, and anticipating requirements for system expansion
- C. Assisting managers to monitor and comply with State data security requirements
- D. Coordinating software development, user training, network management and minor installation and repair of equipment

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or a related technical discipline. A Bachelor's degree in one of the above disciplines is equal to one (1) year of specialized and two (2) years of general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least one (1) year of experience administering multi user, shared processor systems and data communications networks.

3.8.51 Systems Analyst (Senior)

Position Description: The Systems Analyst (Senior) serves as a computer systems expert on assignments that typically involve establishing automated systems with concern to overall life cycle structure. The position shall conduct feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

Education: This position requires a Bachelor's degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. (Note: A Master's degree in a related field of information technology is preferred.)

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

Specialized Experience: The proposed candidate must have at least five (5) years of experience in the design of business applications on complex IT systems. This position requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

3.8.52 Systems Architect (Senior)

Position Description: The Systems Architect (Senior) is responsible for developing business, data, systems, and infrastructure models to develop enterprise architectures. His/her responsibilities include performing the following tasks:

- A. Developing plans for migrating architectures
- B. Developing technical reference models to include hardware/software standards
- C. Engineering integrated hardware and software solutions to meet mission requirements

Education: This position requires a Bachelor's degree from an accredited college or university in Computer Science, Information Systems or a related field; or three (3) years of equivalent experience in a related field. (Note: A Master's degree in Information Technology is a plus.)

General Experience: The proposed candidate must have experience performing architecture related work on at least five IT systems.

Specialized Experience: The proposed candidate must have experience performing a significant role in all aspects of architecture related work on at least two large IT systems.

3.8.53 Systems Design Architect

Position Description: The Systems Design Architect shall lead the team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. This individual is responsible for gathering and defining the architecture requirements, and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience planning, designing, building, and implementing mid-range IT systems.

Specialized Experience: The proposed candidate must have at least four (4) years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. This individual must have demonstrated ability to develop and execute architecture strategies, and to perform feasibility studies and integration analyses. This individual must be experienced in supervising and providing guidance in implementing various mid-range architectures, and supporting implementation of large-scale applications.

3.8.54 Systems Design Engineer

Position Description: The Systems Design Engineer must be able to perform design of information systems, including the design of the application architecture, database, and interfaces. This position is responsible for gathering and analyzing user requirements and translating them into system designs.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience planning, designing, building, and implementing IT systems. Familiar with Capability Maturity Model compliant structured methodology.

Specialized Experience: The proposed candidate must have at least four (4) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. The proposed candidate must have demonstrated the ability to develop and execute system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

3.8.55 Systems Engineer

Position Description: The Systems Engineer shall be responsible for analyzing information requirements. This individual will evaluate system problems of workflow, organization, and planning. This individual shall also develop appropriate corrective action.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of experience in systems engineering.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

3.8.56 Systems Engineer (Senior)

Position Description: The Senior Systems Engineer must be able to analyze information requirements, evaluate problems in workflow, organization, and planning. The individual in this role develops appropriate corrective action and provides daily supervision and direction to staff.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience in systems engineering.

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

3.8.57 Security, Data Specialist

Position Description: The Security Data Specialist is responsible for the planning, design, implementation and monitoring of security measures, policies, methods and procedures which safeguard the integrity of and access to enterprise systems, files and data elements. This position performs the following tasks:

- A. Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies.
- B. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion.
- C. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives.

Education: This position requires an Bachelor's Degree Bachelor's degree in Computer Science, Information Systems, or equivalent work experience.

General Experience: The proposed candidate must have at least four (4) years of IT work experience in data security.

Specialized Experience: The proposed candidate must have worked independently or as part of a team under general supervision and coached more junior technical staff.

3.8.58 Subject Matter Expert

Position Description: The Subject Matter Expert defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. This position performs the following tasks: Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the IT field.

Specialized Experience: The proposed candidate must have at least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

3.8.59 Subject Matter Expert (Senior)

Position Description: The Subject Matter Expert (Senior) defines requirements, performs analyses, and develops plans and requirements for systems. The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in the specific discipline required by the State. (Note: A Master's degree or Ph. D. degree is preferred.)

General Experience: The proposed candidate must have at least twelve (12) years of relevant industry experience in the discipline is required.

Specialized Experience: The proposed candidate must have at least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

3.8.60 Systems Security Specialist

Position Description: The Systems Security Specialist provides expert-level advice, analysis, and functional expertise to tasks. The person in this role demonstrates exceptional oral and written communication skills. This role is responsible for reviewing requirements and task documentation for accuracy and applicability.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline.

General Experience: The proposed candidate must have at least twelve (12) years of experience in system security.

Specialized Experience: The proposed candidate must have at least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

3.8.61 Systems Security Specialist (Senior)

Position Description: The Systems Security Specialist (Senior) analyzes and defines security requirements for Multilevel Security (MLS) issues. This position also requires the performing the following tasks:

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

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in analysis and definition of security requirements.

Specialized Experience: The proposed candidate must have at least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

3.8.62 Technical Writer/Editor

Position Description: The Technical Writer/Editor assists in collecting and organizing information for the preparation of user manuals, training materials, installation guides, proposals, and reports. This individual is responsible for performing the following tasks:

- A. Editing functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables or document
- B. Conducting research and ensuring the use of proper technical terminology
- C. Translating technical information into clear, readable documents to be used by technical and non-technical personnel
- D. Using the standard help compiler to prepare all on-line documentation (for applications built to run in a Windows environment)
- E. Assisting in performing financial and administrative functions

Education: This position requires an Associate's Degree in related field. (Note: A Bachelor's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of experience in this area and must demonstrate the ability to work independently, or under only general direction.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in preparing and editing documents, including technical documents. This individual must also be able to conduct research for applicable standards.

3.8.63 Testing Specialist

Position Description: The Testing Specialist shall design and execute IT software tests, and evaluate results to ensure compliance with applicable regulations. This individual prepares test scripts and all required test documentation, and must be able to design and prepare all needed test data. The Testing Specialist analyzes internal security within systems, reviews test results, and evaluates for conformance to design.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (4) years of experience in computer software development.

Specialized Experience: The proposed candidate must have at least two (2) years of software testing experience (integration and acceptance).

3.8.64 Training Specialist/Instructor

Position Description: The Training Specialist/Instructor conducts the research necessary to develop and revise training courses, and prepares appropriate training catalogs. This individual shall prepare all instructor materials (course outline, background material, and training aids) and student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). This individual is responsible for training personnel by conducting formal classroom courses, workshops, and seminars.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (3) years of experience in information systems development, training, or related fields.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

3.9 Performance and Personnel

3.9.1 Business Support Hours

- 3.9.1.1 Contractor Personnel assigned on-site at DoIT shall support core business hours 9:00 AM to 5:00 PM, Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department, except as defined by

specific Work Orders. Other Contractor Personnel supporting other Work Orders shall support core business hours as determined by the State.

3.9.1.2 The Contractor shall provide support for custom work hours, custom work week, and selected time zones as defined by individual Work Orders. This would include support for emergency/incident scenarios and also may include 24 x 7 x 365 support.

3.9.1.3 Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing activities would be billed on actual time worked at the rates proposed.

3.9.2 Contractor Personnel Experience

3.9.2.1 Substitution of Education for Experience.

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

3.9.2.2 Substitution of Experience for Education

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

3.9.2.3 Substitution of Professional Certificates for Experience

Professional certification (e.g., Certified Novell Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.9.3 Any Contractor Personnel provided under this RFP shall maintain any required professional certifications for the duration of the resulting Contract.

3.10 Problem Escalation Procedure

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

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

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

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

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

3.11 Service Level Agreement (SLA)

3.11.1 Service Levels

- 3.11.1.1 The Contractor shall achieve availability of all Web Applications in production environments at a minimum of 99.9%, excluding a weekly scheduled maintenance window approved by the State of approximately 30 minutes or other pre-defined times approved by the Contract Manager. An outage is defined as the inability to view a Web Application and exercise any associated functionality.
- 3.11.1.2 The Contractor shall restore any data from backups within four (4) hours of a request for data retrieval.
- 3.11.1.3 If Contractor fails to meet any SLA measurement for a particular month during the term, the Contractor shall apply an invoice credit. The credit amount shall be defined by the Contractor's credit table, as submitted with its Technical Proposal (See Section 4.2.2.6.E).
 - a. For 3.11.1.1, calculate average monthly System Uptime percentages and downtime minutes / average month.
 - b. For 3.11.1.2, calculate failing to meet the SLA for restoring data on a per-occurrence basis.

3.11.2 Response and Resolution Times

The Contractor must consistently meet or exceed the minimum response and resolution time requirements in the table below. The State retains the authority to establish and modify these priorities as necessary.

Level	Category	Description	Response Time	Resolution Time
Priority 1	Critical Problem	A service and/or functionality is unavailable or cannot be accessed and no readily available alternative solution or workaround exists for established service levels.	Notification to the Contract Manager within 15 minutes.	Resolution within 30 minutes, 24 hours a day, 365 days per year.
Priority 2	Severe Problem	A service and/or functionality is unavailable or cannot be accessed but a readily available alternative solution or workaround does exist.	Notification to the Contract Manager within one (1) hour.	Resolution within 1 hour, 24 hours a day, 365 days per year.
Priority 3	Isolated Problem Degraded Performance Change Management Configuration Control.	Limited to a few users; degraded application functionality, failure in following the change management process (or other related issues), failure in following the configuration control (or other related issues).	Notification to the Contract Manager within one (1) business day.	Work towards resolution Monday through Friday, excluding State of Maryland holidays.

3.11.2.1 The Contract Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact Web Application System Uptime. Maintenance of 30 minutes or more shall be scheduled after 9 p.m. EST and before 9 am. Maintenance outside of this schedule must have prior approval by the Contract Manager.

3.11.2.2 The State has the authority to establish and modify all priority levels.

3.11.2.3 An emergency request for assistance by the Contract Manager or designee shall be considered to be a Priority 1 Level as defined in the table in 3.11.2.

3.11.2.4 The SLA Activation Date shall be:

- A. For Transition-In, the date of approval for services to commence, represented by the Final Transition-In Status Meeting
- B. For a Work Order, the date of deployment into production

3.11.3 Availability Service Levels and Support Tiers

The Contractor shall offer the following availability service levels for Work Orders:

3.11.3.1 8x5 Single Time Zone

- A. System Uptime: 9 a.m. to 5 p.m. local time zones Monday through Friday
- B. Managed Services and SIR/CR request response availability: Monday through Friday
- C. Single time zone identified in a Work Order

3.11.3.2 8x5 Continental United States (CONUS)

- A. System Uptime: 9 a.m. to 5 p.m. local time zones Monday through Friday
- B. Managed Services and SIR/CR request response availability: Monday through Friday
- C. Each of the 4 CONUS time zones (Eastern, Central, Mountain, Pacific)

3.11.3.3 8x5 CONUS + Alaska

- A. System Uptime: 9 a.m. to 5 p.m. local time zones Monday through Friday
- B. Managed Services and SIR/CR request response availability: Monday through Friday
- C. Each of the 4 CONUS time zones (Eastern, Central, Mountain, Pacific) plus Alaska

3.11.3.4 24x7x365

- A. System Uptime: 24 hours a day
- B. Managed Services and SIR/CR request response availability: 7 days a week
- C. 365/366 days a year

3.11.3.5 Custom Work Hours, Custom Work Week, Selected Time Zone(s)

- A. Emergency/Incident scenarios as defined by individual Work Orders

3.12 Deliverables

3.12.1 Deliverable Submission

- 3.12.1.1 For every deliverable, the Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment S, to the Contract Manager in MS Word (2007 or greater).
- 3.12.1.2 Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the Contract Manager's discretion, the Contract Manager may request one hard copy of a written deliverable.

- 3.12.1.3 A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- 3.12.1.4 For any written deliverable, the Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.12.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.12.3.

3.12.2 Deliverable Acceptance

- 3.12.2.1 A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.12.4 Deliverable Descriptions/Acceptance Criteria.
- 3.12.2.2 The Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The Contract Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- 3.12.2.3 The Contract Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment S). Following the return of the DPAF indicating "Accepted" and signed by the Contract Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- 3.12.2.4 In the event of deliverable rejection, the Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

3.12.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- 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) In each section of the deliverable, include only information relevant to that section of the deliverable.
- e) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- f) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- g) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

3.12.4 Deliverable Descriptions / Acceptance Criteria

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.12.4.1	Kick-off Meeting	Kick-off materials to address items as defined in 3.4. Draft Transition-In plan shall meet all requirements of section 3.4.	NTP + 5 business days
3.12.4.2	Transition-In Plan	Final Transition-In Plan shall meet all requirements of section 3.4.	Final due at NTP + 10 business days
3.12.4.3	Transition Status Meetings	Contractor shall provide accurate status of transition progress as articulated in the Transition Plan as required by section 3.4.	Weekly beginning at NTP + 10 business days and once per week until Transition Period is completed.
3.12.4.4	Final Transition-In Status Meeting	Contractor shall be fully prepared to accept responsibility for providing maintenance and support as required by section 3.4.10.	NTP + 30 business days.
3.12.4.5	Operational Baseline Support Includes: Monthly Status Reports	Contractor shall provide services as stated in section 3.3.6 and as directed by the Contract Manager.	Begins upon completion of transition period. Ends at end of

	Monthly Time Sheets Managed Services		Contract.
3.12.4.6	Transition-Out Plan	Provide a Word document meeting the requirements in 3.5.5	Draft within 120 business days of Contract end date Final within 90 days of Contract end date
3.12.4.7	End of Contract Transition Includes: Final Transition-Out Plan Handover of all System Source Materials, Current operating procedures and configurations Knowledge transfer Final Transition-Out meeting Final Invoice	Contractor shall provide services as stated in section 3.5 and as directed by the Contract Manager.	Commences 30 days prior to end of Contract and ends at the end of the Contract.

3.13 Work Order Process

- 3.13.1 The Contractor shall provide a web-based Work Order management tool for the submission and processing of Work Order requests, as described below (See Attachment T). The Contractor shall work with DoIT to finalize steps and configuration for a Work Order management tool to support submission of Work Orders by a Requesting Agency. The Work Order management tool shall provide for configurable fields to capture information needed for different types of Work Order requests (see 3.13.6). Each Work Order request shall be assigned a unique tracking number by the Work Order management tool.
- 3.13.2 No work shall be performed on a Work Order prior to a fully executed Work Order.
- 3.13.3 The Requesting Agency will submit Work Order requests (See Attachment T) via the Work Order management tool, which shall notify and make the Work Order request available to the Contract Manager. The Contract Manager will review the Work Order request and approve it for use on the RFP. The Contract Manager will then forward it to the Contractor through the procedures outlined in this section and the doit.maryland.gov website. The Contractor shall submit a response to each Work Order request in the form of a Work Order Proposal.
- 3.13.4 If time is of the essence, as determined by the Contract Manager, and work must be initiated more quickly than that allowed by the Work Order process identified below, then the Contract Manager may contact the Contractor by any method and request the services. The

Contractor shall respond and initiate work as needed, following up with a written Work Order Proposal.

- 3.13.5 Proposed personnel on any Work Order shall be approved by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying the intended labor category from the Labor Categories in Section 3.8, also indicating if any proposed personnel are subcontractor resources. The Contract Manager shall have the option to interview the proposed personnel and shall notify the Contractor of acceptance or denial of the personnel.
- 3.13.6 A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F. Work Order pricing for services included in the Financial Proposal shall correspond to the pricing furnished in the Financial Proposal.
- 3.13.7 The Contractor shall populate a Work Order Proposal with anticipated production costs based on the Price Sheet furnished as Attachment F.
- 3.13.8 Work Order processing steps shall include:
1. A Work Order request must include the following minimum information:
 - a. Technical requirements and description of the service or resources needed.
 - b. Performance objectives and/or deliverables, as applicable.
 - c. Due date and time for submitting a response to the request.
 - d. Required place(s) where work must be performed.
 - e. Performance testing period, if desired.
 - f. Other specific information as requested from the Contractor.
 - g. Identification of any Work Order paperwork required, including:
 - i. Any Sensitive Data requirements
 - ii. Whether federal funds paperwork is required
 - iii. Whether HIPAA Business Associate agreement is required, and associated contract clauses
 - iv. Whether a DHR Hiring Agreement is applicable
 - v. Whether purchasing and/or recycling electronic products is applicable
 - vi. Whether Work Order Retainage will be established (per Section 1.46)
 - vii. Whether software escrow is required
 - viii. Limitation of Liability amount (if lower than in the Contract Attachment A)
 2. The following configurable processes will be utilized for both T&M and fixed price Work Orders:
 - a. Confirm Work Order request submission to Requesting Agency.
 - b. Notify the Contract Manager of Work Order request submission.
 - c. Support Contract Manager's review of the Work Order request with corresponding approval or denial, and subsequent notification of decision to Requesting Agency.
 - d. Route an approved Work Order to the Contractor.
 - e. Return a Work Order Proposal to the Contract Manager within the specified time, containing the information listed in item f below.
 - f. Contractor Work Order Proposal contents

- g. The Contractor Work Order Proposal shall include:
 - i. A response that details the Contractor's understanding of the work.
 - ii. A price to complete the Work Order request work using the format provided in Attachment T.
 - iii. A description of proposed resources required to perform the requested tasks, with RFP labor categories listed in accordance with Section 3.8 and pricing in accordance with Attachment F.
 - iv. A description of the proposed work plan in narrative format including time schedules, and if required a GANTT/WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - v. Identification of State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 - vi. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - vii. Required place(s) where work must be performed.
 - viii. Notation of any materials and the associated materials cost or the estimated costs (if only an estimate can be furnished instead of an actual cost).
 - ix. Signed Work Order paperwork identified as required in the Work Order request (see 3.13.8.g for a partial list of paperwork that might be required).
 - x. Estimated post-deployment costs (e.g., hosting, other services costs) based on the pricing submitted in Contractor's Price Sheet (Attachment F)
- h. The Contract Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order Proposal, and will provide the Work Order Proposal to the Procurement Officer for concurrence.
- i. The Contract Manager will approve or disapprove of the Work Order

3.13.9 For a T&M Work Order, the Contract Manager will review the Work Order Proposal and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Manager will review the Work Order Proposal and will confirm the proposed prices are acceptable.

3.13.10 The Contractor shall not bill the State for any time required to develop a Work Order Proposal or answer questions about a Work Order Proposal.

3.13.11 The Contractor shall include with every Work Order all necessary estimates and descriptions for completing full lifecycle activities as needed. This may include: providing functional, non-functional and technical specifications, documentation, testing, and deployment requirements.

3.13.12 Work Order requests may include a variety of projects to design, develop, test, implement and maintain secure and accessible Web Applications and associated services for various business processes.

3.13.13 The Contractor shall identify options available to the State that will save time or reduce cost and/or complexity in developing and implementing these services within DoIT's hosted platform at any existing location.

- 3.13.14 The Contractor shall provide project management services for each Work Order to ensure that project goals and objectives are met and that products are delivered on time, on budget and within scope, and meet the business objectives originally intended.
- 3.13.15 The State may require that specific project deliverables be offered in languages in addition to English.
- 3.13.16 The Contractor shall, at the end of a Work Order return all System Source Materials and any current operating procedures to the State as directed by either the Contract Manager or the Requesting Agency, as appropriate.
- 3.13.17 The Work Order management tool shall include:
- a. Collect the minimum information listed in 3.13.6.8
 - b. Support Contract Manager review of the Contractor Work Order Proposal.
 - c. Record Contract Manager approval or disapproval of the Work Order and subsequent notification to the Contractor and Requesting Agency. If approved, the notification shall contain issuance of an NTP to the Contractor. If not approved, the notification shall include a reason for disapproval and identification of any further action required. The Work Order management tool shall also send approval or disapproval notification to the requestor.
 - a. Billing and Invoicing to DoIT per Work Order.
 - b. Reporting on status of Work Orders.
 - c. Close out of the Work Order when completed.
 - d. Ability to query on status of Work Order requests.
 - d. The Work Order management tool shall support at a minimum the configurable processes for both T&M and fixed price Work Orders.

3.14 Insurance Requirements

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

3.14.1.1 General Liability

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

3.14.1.2 Errors and Omissions/Professional Liability

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

3.14.1.3 Automobile and/or Commercial Truck Insurance

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

3.14.1.4 Employee Theft Insurance

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

3.14.1.5 Cyber Security / Data Breach Insurance

The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information hosted pursuant to this Contract is processed or stored.

3.14.2 Certificates of Insurance

The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.14 “Insurance Requirements,” within five (5) Business Days from notice of recommended award. The Contractor shall update certificates of insurance from time to time but no less than annually in multi-year contracts, as directed by the Contract Manager.

3.14.3 State Inclusion on Insurance

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

3.14.4 Subcontractor Insurance

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

3.15 Invoicing

3.15.1 The Contractor shall furnish a robust invoicing model to support direct, uncomplicated mapping of invoice items to either the Operational Baseline or to an individual Work Order.

3.15.2 Contractor invoices shall clearly map units and pricing defined in the Contractor’s pricing model submitted as Attachment F.

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

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

- a) The amount invoiced is inconsistent with the Contract and/or a Work Order.
- b) The proper invoice has not been received by the party or office specified in the Contract.

- c) The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract and/or Work Order.
- d) The item or services have not been accepted.
- e) The quantity of items delivered is less than the quantity ordered.
- f) The items or services do not meet the quality requirements of the Contract and/or Work Order
- g) If the Contract and/or Work Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- h) If the Contract and/or Work Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- i) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and/or Work Order and compliance with its provisions.

3.15.5 Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information as defined in this Section 3.15. All invoices submitted for payment shall follow the appropriate submission procedure defined in 3.15.6, 3.15.7, and 3.15.8. Payment of invoices will be withheld if invoice submission requirements are not met. Payment in respect of deliverables as defined in Section 3.12 will only be made upon completion and acceptance of such deliverables as provided in Section 3.12.

3.15.6 Invoices shall be submitted monthly in accordance with the following table:

Section Ref #	Deliverable	Pricing	Billing Requirements
3.4	Transition-In Plan	-	Not Separately Priced (NSP).
3.4	Final Transition Status Meeting	FP	Upon Final transition-In status meeting (Section 3.12.4.4) and acceptance of all Transition-In activities by the Contract Manager as documented with a signed DPAF, Contractor may bill for the Transition-In. DPAF required
3.6.12.3	Operational Baseline Support	FP	Contractor shall bill for the rate as provided on the Price Sheet after final transition status meeting. No DPAF required.
3.5	End of Contract Transition Services (Transition-Out)	FP	Contractor shall bill for Transition-Out on the final invoice for the Contract. DPAF required.
3.13	Fixed Price Work Order	FP	Contractor shall invoice for all FP Work Orders that were completed in the prior month and accepted by the

Section Ref #	Deliverable	Pricing	Billing Requirements
			State as documented by a DPAF.
3.13	Time and Materials Work Order	T&M	Contractor shall invoice for all T&M hours performed in the month prior to the invoice date as documented in monthly timesheets. No DPAF required unless specified in Work Order.
3.13	Hosting Services component of a Work Order	FP	Contractor shall bill for the fixed price production services. No DPAF required.

3.15.7 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three (3) business days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all T&M resources provided under the Contract and/or Work Order.

At a minimum, each semi-monthly timesheet shall show:

- A. Title: "Time Sheet for Cloud Hosting and Web Shared Services".
- B. Issuing company name, address, and telephone number.
- C. For each employee /resource:
 - 1) Employee / resource name
 - 2) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - a) Tasks completed that week and the associated deliverable names and ID#s
 - b) Number of hours worked each day
 - c) Total number of hours worked that Period
 - d) Period variance above or below 40 hours
 - e) Annual number of hours planned under the Contract
 - f) Annual number of hours worked to date
 - g) Balance of hours remaining
 - h) Annual variance to date (Sum of periodic variances)
- D. Signature and date lines for the Contract Manager.
- E. Time sheets shall be submitted to the Contract Manager for approval by signature.

3.15.8 INVOICE SUBMISSION PROCEDURE

Contractor shall submit invoices within 30 days of delivery of products/services and shall include, at the minimum, the following information:

- A) Proper invoices for payment shall contain:
1. Contractor name
 2. the Contractor's Federal Tax Identification Number,
 3. DoIT as the recipient,
 4. date of invoice,
 5. invoiced item description, invoiced item number (e.g., "2.7.4.1."),
 6. period of performance covered by the invoice,
 7. a total invoice amount,
 8. Contractor point of contact with-mail address and telephone number.
 9. Products(s) and/or service(s) purchased listed separately including the amount for each individual charge (e.g., 5 – ABC Hardware @ \$2,000 Total \$10,000.00, 2 - CD Training @ \$100.00 Total \$200.00, Installation one-time cost \$300.00)
 10. Invoice Credit Percentage Amount according to Contractor's credit table, if applicable (See Section 3.11.1 and 4.2.2.6.E)
 11. Supporting Documentation
 12. Remittance address
 13. Work Order # being billed, Requesting Agency and associated line item (if applicable)
- B) The Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to DoIT at e-mail address: doitfiscal.invoiceservice@maryland.gov, with a copy to the Contract Manager.
- C) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
- 1) An invoice for fixed monthly services does not require signed acceptance documentation, as described in table 3.15.6.
 - 2) To be considered a proper T&M invoice (T&M activities and Work Orders) Contractor shall include with the signed invoice a signed timesheet as described in 3.15.7. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the Contract Manager.
 - 3) To be considered a proper Fixed Price invoice requiring acceptance documentation per 3.15.6, the Contractor shall include with the signed invoice a signed DPAF for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables.
- 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 the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date. Any final monthly invoice shall include all charges for data retention.

3.16 SOC 2 Type II Audit Report

- 3.16.1.1 In the event that a SOC 2 Type II Audit Report is required during the course of this Contract, DoIT intends to initiate a SOC 2 Type II Audit by following the provisions

in Right To Audit, as listed in Section R25 of the sample Contract (Attachment A). The scope of the SOC 2 Type II Audit, if needed, will include any Subcontractors providing services in support of this Contract that have access to Sensitive Data.

- 3.16.1.2 Where possible, DoIT will provide advance notice to the Contractor and any Subcontractors.

3.17 Performance Testing/Warranty Period

- 3.17.1 A performance testing/warranty period of 90 days will begin as defined in 3.17.2. The performance testing/warranty period is intended to allow for adequate testing of all functionality, including any and all processes and interfaces. An accelerated delivery schedule or lack of comprehensive testing by DoIT does not remove the Contractor's responsibilities regarding performance and adherence to specifications.

Deficiencies identified during such period shall be corrected at no cost to the State.

- 3.17.2 The performance testing/warranty period shall begin immediately following the latter of:

- 3.17.2.1 DoIT accepts final deliverable products and services, including system changes; or

- 3.17.2.2 All system and services are available for unrestricted use by DoIT staff and other applicable users on an average effectiveness level of 99.9 percent or more for the given performance period.

Availability for unrestricted use means that the System and services are accessible to users with full processing functionality.

Effectiveness level refers to the System and services meeting the objectives as defined in project management plans and/or Work Order specifications.

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4 PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

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

4.2 Volume I – Technical Proposal

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

4.2.1 Format of Technical Proposal

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

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

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

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

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

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

4.2.2.3 Transmittal Letter (Submit under TAB B)

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

- a. Name and address of the Offeror;
- b. Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- c. Solicitation Title and Solicitation Number that the Proposal is in response to;

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

4.2.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Further, the Executive Summary shall contain a description of any assumptions formed by the Offeror in developing the Technical Proposal. If there are no assumptions, the Offeror shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State.

Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

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

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Minimum Qualifications."

4.2.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan including a draft Transition-In Plan (Submit under TAB E)

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

- C. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- D. The Offeror shall provide a draft Problem Escalation Procedure (PEP) addressing requirements in Section 3.10 that includes, at a minimum, titles of individuals who will be supporting the PEP.
- E. The Offeror shall provide a credit table that will specify the amount of credit to be applied to invoices when an SLA from Section 3.11 is not met.

The credit table shall include the following columns: Service Measurement, and Credit Percentage Amount. The credit percentages will cover 0% to 50%.

The following is an example of a credit table:

	Service Measurement	Credit Percentage Amount
Average Monthly System Uptime Percentage	Downtime Minutes / Average Month	
100% to 99.95%	0 to 22	0% of charges billed in month of occurrence
99.94% to 99.50%	23 to 219	10% of charges billed in month of occurrence
99.49% to 99.00%	220 to 438	20% of charges billed in month of occurrence
98.99% to 98.00%	439 to 876	30% of charges billed in month of occurrence
97.99% to 96.50%	877 to 1533	40% of charges billed in month of occurrence
< 96.50%	>1533	50% of charges billed in month of occurrence
	Service Measurement	Credit Percentage Amount
Restore Backups	Greater than 4 hours after request	2% of charges billed in a month of occurrence
Closing Severe Problems	Less than 90% closed within the resolution time 3.11.2	2% of changes billed in a month of occurrence

- F. The Offeror shall provide a draft Transition-In Plan as described in Section 3.4. This plan shall demonstrate the Offerer's initial plans for transition services, including how the Offeror intends to migrate data and Web Applications during the Transition-In period.
- G. The Offeror shall fully describe its approach to security, including but not limited to, the use of firewall hardware and software and how these will be configured on its network. The Offeror shall submit a narrative response explaining how its proposal addresses each element of the security infrastructure.
1. The Offeror shall describe how it would:
 - a. Assure confidentiality of data;
 - b. In transit – provide the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a malicious attack;
 - c. In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;
 - d. Assure integrity of data – determine how to maintain data integrity and Customers' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution;
 - e. Maintain access control – determine method needed to prohibit customers from accessing data or computer facilities unless such access was expressly approved by the State Contract Manager;
 - f. Provide authentication – determine how to provide robust authentication services; and
 - g. Provide audit capabilities – implement date-time stamp and an audit trail for identifying all Data Breaches and Security Incidents; implement penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.

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

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

The Offeror shall propose **exactly four (4) Key Personnel** in response to this RFP.

- A. Complete and provide for each proposed resource Attachment Q Labor Classification Personnel Resume Form.
- B. Provide evidence proposed personnel possess the required certifications in accordance with Section 2.2 Offeror's Personnel Minimum Qualifications.

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

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

4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

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

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

4.2.2.9 References (Submit under TAB H)

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

- A. Name of client organization;
- B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- C. Value, type, duration, and description of products/services provided.

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

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

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

- A. The State contracting entity;
- B. A brief description of the products/services provided;
- C. The dollar value of the contract;
- D. The term of the contract;

- E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

4.2.2.11 Financial Capability (Submit under TAB J)

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

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

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

4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.14. See Section 3.14.2 for the required insurance certificate submission for the apparent awardee.

4.2.2.13 Subcontractors (Submit under TAB L)

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

4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- C. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination was from the court; and

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

4.2.3 Additional Required Technical Submissions (Submit under TAB N)

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

Submit two (2) copies of each with original signatures. Signatures must be legible.

- A. Completed Bid/Proposal Affidavit (Attachment B).
- B. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).
- C. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- D. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- E. Completed Mercury Affidavit (Attachment L)
- F. Completed Location of the Performance of Services Disclosure (Attachment N)
- G. Labor Classification Personnel Resume Summary (Attachment Q)

4.2.4 Additional Required Submissions (Submit under Tab O)

- 4.2.4.1 Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements)
- 4.2.4.2 Copy of the AUP for each organization, including Subcontractors, proposed to perform services under this Contract.

4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F. The Offeror shall complete the Price Sheet only as provided in the Price Sheet Instructions and the Price Sheet itself.

4.4 Proposal Packaging

- 4.4.1 Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies.

Unless the resulting package will be too unwieldy, the State's preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:

- a. The RFP title and number,
- b. Name and address of the Offeror, and
- c. Closing date and time for receipt of Proposals

- 4.4.2 An electronic version of the Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original Technical Proposal. An electronic version of the Financial Proposal in Microsoft Excel and PDF format (version 2007 or greater) must be enclosed with the original Financial Proposal. **Provide no pricing information on the media submitted in the Technical Proposal (Volume 1). Include pricing information only in the Financial Proposal media (Volume II).**
- 4.4.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”).
- 4.4.4 Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).
- 4.4.5 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.5 Proposal Delivery

- 4.5.1 Offerors may submit proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.
- a. For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
 - b. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.5.2 The Procurement Officer must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer’s e-mail box. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

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5 EVALUATION CRITERIA AND PROCEDURE

5.1 Evaluation Committee

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

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

- 5.2.1 The Offeror's overall understanding of the scope of work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal. This includes, but is not limited to the Offeror's proposed work plan, location of services, problem escalation procedure, and approach to security. (See RFP § 4.2.2.6 A, B, C, D, and G)

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

- 5.2.2 The overall quality of the Offeror's proposed plan to Transition-In as described in Section 3.4 of the RFP. Quality will be determined by compliance with the requirements of Section 3.4 of the RFP and the level of risk involved with the Offeror's proposed migration plan. (See RFP §4.2.2.6 F)
- 5.2.3 The Offeror's proposed credit table to be applied to invoices when a SLA from Section 3.11 of the RFP is not met. (See RFP §4.2.2.6 E)
- 5.2.4 The overall experience, capability and references for the Offeror as described in the Offeror's Technical Proposal. (See RFP §§4.2.2.8 – 4.2.2.14)
- 5.2.5 The extent to which the software licensing agreement for any software proposed to be licensed under this contract or the AUP for each organization proposed to perform services are agreeable to the State. (See RFP §4.2.4)
- 5.2.6 The capability of the proposed resources to perform the required tasks as described in the RFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation. (See RFP §4.2.2.7)

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Evaluated Price.

5.4 Reciprocal Preference

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

- a. The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the products/services required under this RFP is in another state.
- b. The other state gives a preference to its resident businesses through law, policy, or practice; and
- c. The preference does not conflict with a Federal law or grant affecting the procurement Contract.

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

5.5 Selection Procedures

5.5.1 General

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

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

5.5.2 Selection Process Sequence

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

- 5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. Offerors may not substitute Key Personnel through a BAFO (see Section 1.23.6 Substitution Prior to Award).

5.5.3 Award Determination

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

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit two (2) copies of each of the following documents:

- A. Contract (Attachment A),
- B. Contract Affidavit (Attachment C),
- C. MBE Attachments D-2, D-3A, D-3B, within ten (10) Working Days,
- D. MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,
- E. Non-Disclosure Agreement (Attachment J),
- F. Evidence of meeting insurance certificate requirements (See Section 3.14.2)
- G. PEP (See Section 3.10), within ten (10) Working Days

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RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer two (2) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

These Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D1-A through D-5. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2, D-3A, D-3B and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-1C.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F – Financial Proposal Instructions and Price Sheet

The Price Sheet must be completed and submitted with the Financial Proposal.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds Attachment (determined by Work Order)

If required (see Section 1.35), this Attachment must be completed and submitted with a Work Order Proposal.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement (determined by Work Order)

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award of a Work Order. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT L – Mercury Affidavit (determined by Work Order)

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

This attachment is not required.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

This attachment is not required.

ATTACHMENT P – Non-Disclosure Agreement (Offeror)

If required (see Section 1.37), this Attachment is to be completed and submitted prior to viewing any documentation set aside in a reading room in advance of the RFP due date.

ATTACHMENT Q – Labor Classification Personnel Resume Summary

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

ATTACHMENT R – Agency Receipt of Deliverable Form

This attachment is not required.

ATTACHMENT S – Agency Deliverable Product Acceptance Form (DPAF)

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

ATTACHMENT T – Sample Work Order

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

APPENDIX A – Operational Baseline Production Sites

ATTACHMENT A - CONTRACT**DoIT Cloud Hosting and Web Shared Services**

F50B5400032

THIS CONTRACT (the "Contract") is made this ____ day of (month), (year) by and between (Contractor's name) and the STATE OF MARYLAND, acting through the Department of Information Technology (DoIT).

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

1. Definitions

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

- 1.2 "COMAR" means the Code of Maryland Regulations.
- 1.3 "Contract" means this contract for DoIT Cloud Hosting and Web Shared Services.
- 1.4 "Contract Manager" means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the Department.
- 1.5 "Contractor" means _____, whose principal business address is: _____.
- 1.6 "Department" means the Department of Information Technology (DoIT).
- 1.7 "eMM" means eMaryland Marketplace.
- 1.8 "Financial Proposal" means the Contractor's financial proposal dated _____.
- 1.9 "Minority Business Enterprise" (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.10. "Procurement Officer" means the person identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.11. "Proposal" means, as appropriate, either or both an Offeror's Technical or Financial Proposal..
- 1.12 "RFP" means the Request for Proposals for Cloud Hosting and Web Shared Services, Solicitation # F50B5400032 and any amendments thereto issued in writing by the State.
- 1.14 "Software" means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- 1.15 "State" means the State of Maryland.
- 1.16. "Technical Proposal" means the Contractor's technical proposal dated _____.
- 1.17. "Veteran-owned Small Business Enterprise" (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.18 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

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

Exhibit A – The RFP

Exhibit B – The Contract Affidavit dated _____.

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.3 A Work Order may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. A Work Order may not limit the State's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP. Further, except with respect to Section 3.1, any reference herein to the Contract shall be deemed to include Work Orders, e.g., "the satisfactory performance of the Contract" shall be deemed to read "the satisfactory performance of the Contract and any Work Order".

3. Period of Performance

- 3.1. The Contract shall start as of the date of full execution by the parties. From this date, the Contract shall be for a period of three (3) years beginning _____ and ending on _____.
- 3.2. The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.
- 3.3. Audit, confidentiality, document retention, Work Product (see §5.2) retention, warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1. In consideration of the satisfactory performance of the Contract, the Department shall promptly process a proper invoice for payment in accordance with the terms of this Contract.
- 4.2. The total payment for products and services provided on a fixed price basis, whether provided solely on a fixed price basis or a combined fixed price – time and materials basis, shall be the Contractor's firm fixed price proposed in the Financial Proposal. For products and services provided on a time and materials basis, or a combined fixed price and time and materials basis, total payments to the Contractor for the time and materials portion may not exceed a not to exceed \$_____ (the "NTE Amount"), which includes \$_____ for the base period, \$_____ for option period #1, and \$_____ for option period #2. Any work performed by the Contractor in excess of the NTE Amount without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment.
- 4.3. The Contractor shall submit invoices in accordance with the requirements in Section 3.15 of the RFP. Invoices that contain both fixed price and time and material items must clearly identify the items to either fixed price or time and material billing. Invoices for third-party software support and maintenance will be paid on a monthly basis. Each invoice must include the Contractor's Federal Tax Identification Number: _____. The Contractor's eMM identification number is _____.

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor. Charges for late payment of

invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager or the individual specified in the Work Order. 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. Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Patents, Copyrights, Intellectual Property

- 5.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 5.2. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract (“Work Product”) shall become and remain the sole and exclusive property of the State and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.3. Except as provided in Section 5.4 of this Contract, the Contractor agrees that at all times during the term of this Contract and thereafter, the Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, Contractor assigns and transfers to the State the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.
- 5.4. Notwithstanding anything to the contrary in this Contract, to the extent (i) the Work Product incorporates any commercial-off-the-shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer’s operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as “Third-party Intellectual Property,” which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants to the State, on behalf of itself and any third-party licensors, a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. “Pre-Existing Intellectual Property” means any program, utility or tool owned by Contractor or its third-party licensors that was created by Contractor or its third-party licensors independently from its performance of this Contract and not solely using funds from this Contract.

- 5.5. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Agency and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent, which consent may be withheld in the State's sole and absolute discretion. Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim. Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to section 5.4; provided that such infringement, misappropriation or violation would not have occurred absent such modification.
- 5.6. Without limiting Contractor's obligations under Section 5.5, if all or any part of the Work Product or any Third-party Intellectual Property is held, or Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third-party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item in accordance with its rights under this Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.
- 5.7. Except for any Third Party Intellectual Property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.
- 5.8. Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any Third-party Intellectual Property in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source software.
- 5.9. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any

of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an “Open Source License”). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

- 5.10. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Work Product delivered under this Contract.
- 5.11. The Contractor shall not affix (or permit any third party to affix), without the Department’s consent, any restrictive markings upon any Work Product and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Indemnification

- 6.1. Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from liability for tangible property damage, bodily injury and death, and for fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 6.2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- 6.5. Section 6 shall survive expiration of this Contract.

7. Limitations of Liability

- 7.1. Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:
- 7.1.1. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 (“Patents, Copyrights, Intellectual Property”) of this Contract;
- 7.1.2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 7.1.3. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being “without limitation,” and regardless

of the basis on which the claim is made, Contractor's liability shall not exceed five (5) times the total amount of the Contract out of which the claim arises; provided, however, the State may, in its sole discretion, decrease the ceiling established hereunder in any Work Order issued pursuant to the RFP. Third-party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

- 7.1.4 In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

8. Prompt Pay Requirements

- 8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Default Contractor for failing to perform in accordance with the requirement to promptly pay subcontractors.
 - (f) Take other or further actions as appropriate to resolve the withheld payment.
- 8.2. An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 8.3. An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and subcontractor under this Contract, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 8.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

9. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon 1) acceptance by the State and 2) the State's payment for the same in accordance with the terms of this Contract.

10. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any

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

11. Exclusive Use and Ownership

Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by the confidentiality and intellectual property terms of this Contract. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations; (2) in response to service or technical issues; (3) as required by the express terms of this Contract; or (4) at the State's written request.

12. Source Code Escrow

Source code escrow is not required for this Contract.

13. Notification of Legal Requests

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

14. Termination and Suspension of Service

- 14.1. In the event of a termination of the Contract, the Contractor shall implement an orderly return of all State data, at a time established by the State. The Contractor shall provide such data to the State in either the form it was provided to the State, or in another mutually agreed format, and shall furnish a schema for the data so that it can be interpreted by the State. The Contractor shall retain the data for a period of up to 90 days. Upon the State's affirmation, the Contractor shall then demonstrate it has securely disposed of the State data. The final monthly invoice shall include all charges for the 90-day retention period.
- 14.2. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
- 14.4. The State shall be entitled to any post-termination assistance generally made available with respect to the services.
- 14.5. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

15. Data Center Audit

Data Center Audit does not apply to this Contract.

16. Change Control and Advance Notice

The Contractor shall give advance notice to the State of any activities (by way of example and not limitation, Upgrades or other changes) that may impact service availability and performance.

17. Non-Disclosure and Separation of Duties

The Contractor shall enforce separation of job duties, require the non-disclosure agreement provided by the State in the Request for Proposals issued for this Contract, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

18. Transition Responsibilities

Upon termination or the end of the base period, and option periods if any, of this Contract, the Contractor must provide transition assistance requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor for the State as follows: (a) return to the State all State data in a mutually agreed format; (b) provide the schema necessary for reading of such returned data; (c) preserve, maintain, and protect, all State data for a period of up to ninety (90) days after the termination or expiration date, so that the state can ensure that all returned data is readable; (d) not delete State data until the earlier of ninety (90) days or the date the State directs such deletion; (e) verify deletion of all State data after the retention period and (f) prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts. The final monthly fee for the services provided hereunder shall include all charges for the ninety-day data retention period.

19. Redundancy, Data Backup and Disaster Recovery

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

20. Effect of Contractor Bankruptcy

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

21. Parent Company Guarantee (If Applicable)

Remove the paragraphs below if the Parent Company Guarantee is not applicable. Do NOT remove the heading so cross references throughout are not impacted.

Parent Company Guarantee does not apply to this Contract.

If Parent Company Guarantee is applicable, keep:

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete

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

R22. General Terms and Conditions

R22.1. Pre-Existing Regulations

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

R22.2. Maryland Law Prevails

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

R22.3. Multi-year Contracts contingent upon Appropriations

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

R22.4. Cost and Price Certification

R22.4.1. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

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

R22.4.2. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

R22.5. Contract Modifications

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

R22.6. Termination for Default

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

R22.7. Termination for Convenience

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

R22.8. Disputes

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

R22.9. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department

may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

R22.10. Non-Hiring of Employees

No official or employee of the State of Maryland, 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.

R22.11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified person with a disability, sexual orientation, or any otherwise unlawful use of characteristics; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

R22.12. Commercial Non-Discrimination

R22.12.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

R22.12.2. As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

R22.13. Subcontracting and Assignment

R22.13.1 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 State, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

R22.13.2. Subcontractor Disclosure

The Contractor shall identify all of its strategic business partners related to services provided under this Contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

R22.14.Minority Business Enterprise Participation

R22.14.1. Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal and subgoals have been established for this procurement as described in section 1.33 of the RFP.

R22.14.2. Liquidated Damages for MBE program

R22.14.2.1. This Contract requires the Contractor to make good faith efforts to comply with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

R22.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$100.00 per day until the monthly report is submitted as required.
- ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$746.55 per MBE subcontractor.
- iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- iv. Failure to meet the Contractor's total MBE participation goal and sub goal

commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

- v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

R22.14.3. MBE Prompt Pay Requirements

R22.14.3.1. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- A) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - (1) Inspecting any relevant records of the Contractor;
 - (2) Inspecting the jobsite; and
 - (3) Interviewing subcontractors and workers.
 - (4) Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- B) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- C) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - (1) Terminate the Contract;
 - (2) Refer the matter to the Office of the Attorney General for appropriate action; or
 - (3) Initiate any other specific remedy identified by this Contract.

R22.14.3.2. Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

R22.15. Insurance Requirements

The Contractor shall maintain workers' compensation coverage, property and casualty insurance, cyber liability insurance, and any other insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal and transition periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed 35 days in advance of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be named as an additional named insured on the property and casualty policy and as required in the RFP.

R22.16. Veteran Owned Small Business Enterprise Participation

There is no VSBE subcontractor participation goal for this procurement.

R22.17. Security Requirements and Incident Response

- R22.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and agency information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.
- R22.17.2. The Contractor agrees to notify the Department when any Contractor system that may access, process, or store State data or Work Product is subject to unauthorized access or attack, successful or otherwise, Security Incident or Data Breach, no later than twenty four hours of discovery, by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer. Unauthorized access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a System or adhere to established security procedures.
- R22.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the Department's data.
- R22.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or State Department) requests concerning such unauthorized use or disclosure.
- R22.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
 - (b) the Sensitive Data used or disclosed,
 - (c) who made the unauthorized use or received the unauthorized disclosure;
 - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the

- unauthorized use or disclosure; and
- (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

R22.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State Department) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

R22.17.8 Security

The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.

23.17.8. This Section shall survive expiration or termination of this Contract.

R23 Data Protection

R23.1 Data Ownership

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

R23.2 Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 23.17.

Protection of data and personal privacy (as further described and defined in section 23.7.5) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- R23.2.1 The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Sensitive Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Sensitive Data and non-public data of similar kind.
- R23.2.2 All data obtained by the State in the performance of this contract shall become and remain property of the State.
- R23.2.3 All Sensitive Data shall be encrypted at rest and in transit with controlled access, including back-up data. Unless otherwise stipulated, the Contractor is responsible for encryption

of the Sensitive Data.

- R23.2.4 Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Contract.
- R23.2.5 At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- R23.2.6 The Contractor shall not use any information collected in connection with the service issued under this Contract for any purpose other than fulfilling the service.
- R23.2.7 Contractor shall, at its own expense, return to the State all Sensitive Data in its care, custody, control or possession upon request of the State or at termination of the Contract.

R24 Other Mandatory Items

R24.1 Data Location

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

R24.2 Import and Export of Data

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

R24.3 Encryption of Data at Rest

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

R24.4 Security Incident or Data Breach Notification

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

- R24.4.1. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- R24.4.2. Security Incident Reporting Requirements: The Contractor shall report a security incident to the appropriate State-identified contact immediately.
- R24.4.3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State-identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take

commercially reasonable measures to address the data breach in a timely manner.

R24.5 Data Breach Responsibilities

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

- R24.5.1. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State-identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- R24.5.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State-identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- R24.5.3. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Contract obligation to encrypt Sensitive Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

R24.6 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

A determination will be made with each Work Order which clause below is applicable to the Work Order. The appropriate option below will be selected at the time of Work Order issuance.

Option 1 (select one of the following four options):

HIPAA clauses do not apply to this Contract.

Option 2 of 4 – *Use this section when the Agency is not a covered entity. The blank at the beginning would reference any statutory requirement unique to the Department unit/program, or, if there is none, the first two sentences are combined to reference “any applicable law or regulation ...”*

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with _____ . The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the

records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

Option 3 of 4 – *Use this confidentiality clause when the Department unit is a covered entity and the Contractor is not a business associate.*)

- R24.6.1. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information (PHI) and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- R24.6.2. If in connection with the procurement or at any time during the term of the Contract, the Department determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form required by the Department.
- R24.6.3. Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

Option 4 of 4 – *Use this confidentiality clause when the Department unit is a covered entity and the Contractor is a business associate.*)

- R24.6.1. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

R24.6.2. Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder/Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.

R24.6.3. Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

R24.7. Suspension of Work

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

R24.8. Nonvisual Accessibility Warranty

R24.8.1. The Contractor warrants that the information technology to be provided under the Contract.

- (a) provides equivalent access for effective use by both visual and non-visual means;
- (b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
- (c) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
- (d) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access.

R24.8.2. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

R24.9. Compliance with Laws/Arrearages

The Contractor hereby represents and warrants that:

R24.9.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- R24.9.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- R24.9.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- R24.9.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

R24.10 Contingent Fee Prohibition

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

R24.11. Delays and Extensions of Time

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

R24.12. Financial Disclosure

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

R24.13. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is

available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

R24.14.Retention of Records

R24.14.1. The Contractor and Subcontractors shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.

R24.14.2. This provision shall survive expiration of this Contract.

R25. Right to Audit

- R25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- R25.2 Upon three business days' notice, Contractor and/or Subcontractors shall provide the State reasonable access to their records to verify conformance to the terms of this Contract. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State's election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Contract.
- R25.3 Contractor and/or Subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.
- R25.4 The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the State under this Contract. Contractor and/or Subcontractors shall ensure the State has the right to audit with any lower tier subcontractor.

26. Administrative Information

26.1. Procurement Officer and Contract Manager

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

26.2. 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:

<<Name of Contract Manager>>

45 Calvert Street

Annapolis, MD 21401

Phone Number: _____

E-Mail: _____

With a copy to:

Michael Meinel

Department of Information Technology (DoIT)

45 Calvert Street

Annapolis, MD 21401

Phone Number: 410-260-7179

E-Mail: Michael.meinel@maryland.gov

If to the Contractor:

Attn: _____

Delete the following if a parent company guarantee isn't applicable:

Parent Company Guarantor Contact:

Attn: _____

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

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF INFORMATION
TECHNOLOGY

By:

By: Secretary

Date

Witness

Witness

Date

Approved for form legal sufficiency this
____ day of _____, 20 ____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

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

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY

CONVICTIONS I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER

CONVICTIONS I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

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

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

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

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review; or

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

E. AFFIRMATION REGARDING
 DEBARMENT I FURTHER AFFIRM
 THAT:

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

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the

Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX

PAYMENT I FURTHER AFFIRM

THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

(2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ *Address:* _____

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

Name and Department ID

Number: _____ *Address:* _____

C. FINANCIAL DISCLOSURE

AFFIRMATION I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE

AFFIRMATION I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS

VALID I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS**MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE****INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under

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

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

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

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

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

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

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %

Total Women-Owned MBE Participation: _____%

Overall Goal

Total MBE Participation (include all categories): _____%

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

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No F50B5400032 I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

- _____ percent for African American-owned MBE firms
- _____ percent for Hispanic American-owned MBE firms
- _____ percent for Asian American-owned MBE firms
- _____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

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

OR

_____ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Outreach Efforts Compliance Statement (Attachment D-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment D-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____
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SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B WAIVER GUIDANCE**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/offeror has made. The efforts employed by the Bidder/offeror should be those that one could reasonably expect a Bidder/offeror to take if the Bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/offeror's Good Faith Efforts when the Bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the Bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A Bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
 3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/offeror;
 - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/offeror;
 - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) the number of MBE firms that the Bidder/offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) the number of quotes received by the Bidder/offeror for that portion of the work.
 4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
 7. A Bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/offeror concludes is not acceptable, the Bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement – Attachment D-2**).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations**); and

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

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

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

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

(Include copies of all quotes received.)

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

D. Other Documentation

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

2. Submit any other documentation the Bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A
MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative Title Date

MDOT Certification # Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor Title Date

MBE ATTACHMENT D-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work Bidder/offeror made available to MBE firms

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the Bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment D-1B). If the Bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the Bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

MBE ATTACHMENT D- 2

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE Attachment D-3A

MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. F50B5400032 such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

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

PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date:	SUBCONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date:
--	---

MBE Attachment D-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. F50B5400032 such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm’s Name:

Federal Identification Number:

Address:

Telephone:

Date:

MBE ATTACHMENT D-4A MBE Prime Contractor Paid/Unpaid MBE Invoice Report

**Department of Information Technology
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: E-mail:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid:		Total Dollars Unpaid:	
\$ _____		\$ _____	
<p>**If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</p>			
_____ Contract Manager _____ Contracting Unit (Department) _____ _____ mailto:			

Signature: _____ Date: _____

(Required)

Unpaid MBE Invoice Report
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract # _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____	E-mail: _____	
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		

List all payments received from Prime Contractor during reporting period indicated above. <table> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr><td>4. _____</td><td>_____</td></tr> </tbody> </table> Total Dollars Paid: \$ _____	Invoice Amount	Date	1. _____	_____	2. _____	_____	3. _____	_____	4. _____	_____	List dates and amounts of any unpaid invoices over 30 days old. <table> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr><td>4. _____</td><td>_____</td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____	Invoice Amount	Date	1. _____	_____	2. _____	_____	3. _____	_____	4. _____	_____
Invoice Amount	Date																				
1. _____	_____																				
2. _____	_____																				
3. _____	_____																				
4. _____	_____																				
Invoice Amount	Date																				
1. _____	_____																				
2. _____	_____																				
3. _____	_____																				
4. _____	_____																				

Prime Contractor: _____	Contact Person: _____
-------------------------	-----------------------

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Manager _____ Contracting Unit (Department) _____ _____ mailto: _____

Signature: _____ Date: _____
 (Required)

id MBE Invoice Report

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract # _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____	E-mail: _____	
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1. _____	_____	1. _____
2. _____	_____	2. _____
3. _____	_____	3. _____
4. _____	_____	4. _____
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor: _____		Contact Person: _____
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
(Department) _____		
_____ mailto: _____		

Signature: _____ Date: _____
(Required)

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number F50B5400032

DoIT Cloud Hosting and Web Shared Services

A Pre-proposal conference will be held at 11:00 AM, on April 10, 2015, at 45 Calvert Street, Annapolis, MD 21401. Please return this form by April 8, 2015, advising whether or not you plan to attend.

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

Michael Meinel
Department of Information Technology
45 Calvert St.
Annapolis, MD. 21401
E-mail: Michael.Meinel@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

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

Signature

Title

Name of Firm (please print)

DIRECTIONS TO PREPROPOSAL CONFERENCE

From Baltimore Area:

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

From the Eastern Shore or Route 2:

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

From Either Direction:

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

Parking:

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

ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS

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

The Price Sheet is used to calculate the Offeror's Total Evaluated Price. Follow these instructions carefully when completing your Price Sheet:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Price Sheet shall be filled in. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Price Sheet, nothing shall be entered on or attached to the Price Sheet that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option periods are included, Offerors must submit pricing for each option period. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Price Sheet.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to: all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Price Sheet are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT F – PRICE SHEET

PRICE SHEET FOR RFP # F50B5400032

The Price Proposal template is provided by separate Microsoft Excel File.

ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

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

area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

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

___ Bidder/Offeror is a nonprofit organization

___ Bidder/Offeror is a public service company

___ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

___ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

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

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

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

___ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

___ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

(Submit with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

Contractor shall complete federal funds attachments in response to a Work Order indicating federal funds are required.

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT H-1

**U.S. Department of Health and Human Services
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

ATTACHMENT H-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change</p> <p>For Material Change Only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply)</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLLA, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	

Federal Use Only

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Standard Form LLL (Rev. 7-97)**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT H-3**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(Submit with Bid/Proposal)

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

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)

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

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for DoIT Cloud Hosting and Web Shared Services Solicitation # F50B5400032 and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from

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

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

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

Contractor: _____

DoIT

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT

Contractor shall complete HIPAA Business Associate attachments in response to a Work Order indicating HIPAA Business Associate Agreements are required.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Department of Information Technology (the “Department”) and _____ (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).
 2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Department of Information Technology

3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

- D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
- A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - C. Is in substantially the same form as ATTACHMENT K-1 attached hereto; and
 - D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
 - F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
 - G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §

164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;

- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Solicitation # F50B5400032 and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
 - 1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of

information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

(Insert the name and contact information of the HIPAA contact person within the Department or appropriate covered health care entity)

Name: _____
 Address: _____

 E-mail: _____
 Phone: _____

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

 Attention: _____
 Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
 Name: _____

By: _____
 Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT K-1

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Department of Information Technology and _____ (Business Associate).

Business Associate hereby notifies Department of Information Technology that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

E-mail Address: _____

Phone Number: _____

ATTACHMENT L - MERCURY AFFIDAVIT

**MERCURY AFFIDAVIT
(submit with Work Order)**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

_____ By: _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE

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

ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. F50B5400032, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have no plans

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

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

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

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

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

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

ATTACHMENT O - DHR HIRING AGREEMENT

THIS ATTACHMENT DOES NOT APPLY TO THIS RFP.

ATTACHMENT P - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # F50B5400032 for DoIT Cloud Hosting and Web Shared Services. In order for the OFFEROR to submit a Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited to, _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Michael Meinl, DoIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS INSTRUCTED IN RFP

ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith’s name and the subcontractor’s company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

RFP # F50B5400032

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
<add lines as needed>	

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	[Enter the Labor Category Name]
Requirement (See Sections 2.2 and 2.8>>	Candidate Relevant Experience *
Education: [Insert the education description from Section 2.2 and 2.8 for the applicable labor category]	Education:
Experience: [Insert the experience description from Section 2.2 and 2.8 for the applicable labor category]	Experience:
Duties:	Duties:

ATTACHMENT R - AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS RFP.

ATTACHMENT S - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Department of Information Technology
RFP Title: DoIT Cloud Hosting and Web Shared Services
Contract Manager: Lan Pasek and 410-260-7919

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): F50B5400032 has been received and reviewed in accordance with the RFP.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

Contract Manager Signature

Date Signed

ATTACHMENT T - SAMPLE WORK ORDER

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

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

APPENDIX A – BASELINE PRODUCTION SITES

	Site Name	Agency
1	dbm.maryland.gov	Department of Budget and Management
2	doit.maryland.gov	Department of Information Technology (DoIT)
3	mdhope.dhcd.maryland.gov	Department of Housing and Community Development
4	mcp.maryland.gov	Department of General Services Maryland Capitol Police
5	spending.dbm.maryland.gov	Department of Budget and Management
6	grants.maryland.gov	Governor's Grants Office
7	mema.maryland.gov	Maryland Emergency Management Agency
8	mda.maryland.gov	Maryland Department of Agriculture
9	goma.maryland.gov	Governor's Office of Minority Affairs
10	bpw.maryland.gov	Board of Public Works
11	iMap.maryland.gov	Governor's Office/DoIT
12	cdn.doit.md.gov alerts.maryland.gov	Department of Information Technology
13	green.maryland.gov	Governor's Office
14	veterans.maryland.gov	Veteran's Administration
15	dnr2.maryland.gov	Department of Natural Resources
16	mmp.maryland.gov	Department of Housing and Community Development
17	news.maryland.gov/mema	Maryland Emergency Management Agency
18	news.maryland.gov/dnr	Department of Natural Resources
19	news.maryland.gov/statestat	Governor's Office
20	news.maryland.gov/mde	Maryland Department of Environment
21	news.maryland.gov/mda	Maryland Department of Agriculture
22	news.maryland.gov/horseboard	Maryland Department of Agriculture
23	news.maryland.gov/dpscs	Department of Public Safety and Correctional Services
24	news.maryland.gov/goma	Governor's Office of Minority Affairs
25	news.maryland.gov/MSDE	Maryland State Department of Education
26	rural.maryland.gov	Maryland Department of Agriculture
27	osp.maryland.gov	Office of the State Prosecutor
28	news.maryland.gov/dnr	Department of Natural Resources
29	baystat.maryland.gov	Governor's Office
30	seafood.maryland.gov	Department of Natural Resources
31	news.maryland.gov/dgs	Department of General Services
32	goc.maryland.gov	Governor's Office for Children
33	laborboards.maryland.gov	State Labor Relations Board
34	news.maryland.gov/msde	Maryland State Department of Education
35	streamhealth.maryland.gov	Governor's Office
36	greenprint.maryland.gov	Governor's Office

	Site Name	Agency
37	growthprint.maryland.gov	Governor's Office
38	agprint.maryland.gov	Governor's Office
39	oysters.maryland.gov/	Governor's Office
40	msrc.maryland.gov	Maryland State Rehabilitation Council
41	goci.maryland.gov	Governor's Office of Community Initiatives
42	community.maryland.gov	Governor's Office of Community Initiatives (redirect)
43	africanamerican.maryland.gov	Governor's Office of Community Initiatives
44	african.maryland.gov	Governor's Office of Community Initiatives
45	americanindian.maryland.gov	Governor's Office of Community Initiatives
46	asian.maryland.gov	Governor's Office of Community Initiatives
47	caribbean.maryland.gov	Governor's Office of Community Initiatives
48	hispanic.maryland.gov	Governor's Office of Community Initiatives
49	indian.maryland.gov	Governor's Office of Community Initiatives
50	middleeastern.maryland.gov	Governor's Office of Community Initiatives
51	southasian.maryland.gov	Governor's Office of Community Initiatives
52	bdmuseum.maryland.gov	Banneker Douglass Museum
53	odhh.maryland.gov	Governor's Office of the Deaf and Hard of Hearing
54	blogs.maryland.gov	Governor's Office
55	photos.maryland.gov	Governor's Office
56	discussion.maryland.gov	Governor's Office
57	gohs.maryland.gov	Governor's Office of Homeland Security
58	ltgovernor.maryland.gov	Lt. Governor's Office
59	ethics.maryland.gov	Ethics Commission
61	bracblogger.maryland.gov	Governor's Office
62	governor.marlyand.gov	Governor's Office
63	governor.maryland.gov/blog	Governor's Office
64	firstlady.maryland.gov	Governor's Office
65	statestat.maryland.gov	Governor's Office
66	trees.maryland.gov	Governor's Office
67	dors.maryland.gov	MSDE Division of Rehabilitation Services