

Request for Proposals

Enterprise Web Systems

PROJECT NO. F10R5200205



**DEPARTMENT OF
BUDGET & MANAGEMENT**

Office of Information Technology

Issue Date: April 12, 2005

NOTICE

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

Minority Business Enterprises are encouraged to respond to this Solicitation

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

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes to provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this Contract, please e-mail to bbowser@dbm.state.md.us or fax this completed form to 410-974-3274 to the attention of William M. Bowser.

Title: Enterprise Web Systems
Project No: F10R5200205

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

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

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

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (_____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

Enterprise Web Systems

PROJECT NUMBER F10R5200205

RFP Issue Date: April 12, 2005

RFP Issuing Office: Department of Budget and Management
Division of Procurement Policy and Administration

Procurement Officer: William M. Bowser
Office Phone: (410) 260-7683
Fax: (410) 974-3274
email: bbowser@dbm.state.md.us

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 110
Annapolis, MD 21401
Attention: William M. Bowser

Pre-Proposal Conference: April 22, 2005 10:00 AM (Local Time)
45 Calvert Street, Room 164
Annapolis, Maryland 21401
Reception Desk – 410-260-7778

Closing Date and Time: May 3, 2005 2:00 PM (Local Time)

NOTE

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

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Budget and Management is seeking a Contractor to support the systems and solutions that comprise DBM's Enterprise Web Systems, including but not limited to the Maryland.Gov Portal. This support is broken down into four categories: 1) Baseline Maintenance and Operations including transition from the incumbent Contractor; 2) Plumtree Software Applications Support and Project Administration; 3) Managed Services including Intrusion Detection System (IDS) Monitoring, PC and Network Hardware Maintenance and Support (to include technology refresh), and Back-up Disaster Recovery Services; and 4) Additional Work Orders that may include technical services for development, maintenance, upgrades and modifications to Maryland.Gov and associated Web sites, materials as necessary, and applications that comprise DBM's Enterprise Web Systems. These systems are currently located at the State's University of Maryland-College Park Data Center and at DBM in Annapolis, Maryland. The scope of work for this Contract may include work at other State facilities or locations.
- 1.1.2 The Contract shall be a mix of Fixed Price for specific discrete work as noted, and an indefinite quantity, Fixed-Unit Price contract (as defined in COMAR 21.06) for specific labor categories and associated fully-loaded labor rates to be utilized in work orders. The indefinite quantity, Fixed Unit Price work is subject to a contract ceiling amount that shall not be exceeded without the necessary Contract Modification or Work Order approval. The term of the contract will be for five (5) years.
- 1.1.3 The Department of Budget and Management will manage the Contract resulting from this RFP, but services may be purchased by individual State agencies, counties, municipalities, etc. and other non-State governments or agencies.
- 1.1.4 Current system documentation including an inventory of the hardware and network components will be available for potential Offerors to review at a reading room at DBM in Annapolis. Offerors will be required to sign a non-disclosure agreement (See Attachment I). Please contact the procurement officer of this RFP to schedule an appointment.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms are defined as follows:

- a. **Contract** - The Contract attached to this RFP as Attachment A.
- b. **Contract Manager (CM)** - The State representative that serves as the technical and contract manager for the resulting Contract. The CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. DBM may change the CM at any time by written notice to the Contractor. The State's CM is:

Teri Greene, Assistant Director for Web Systems
Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Telephone: 410-260-7919
Fax: 410-974-5060

E-mail: tgreene@dbm.state.md.us

- c. **Contractor** - The selected Offeror.
- d. **Contractor's Contract Administrator** – Person designated by the Contractor with the authority and knowledge to resolve customer complaints on behalf of the Contractor that are not technical in nature.
- e. **COMAR** - Code of Maryland Regulations.
- f. **DBM** – The Maryland Department of Budget and Management.
- g. **DNS** – Domain Name System is the way that Internet domain names are located and translated into Internet Protocol addresses.
- h. **Fixed Unit Price Labor Rates** – In support of a Work Order Agreement, fully loaded hourly rates by labor category established in the Contract that include all direct and indirect costs and profit for the Contractor.
- i. **Fully Loaded Rates** - The billing rate of a labor category that includes all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered General and Administrative costs and/or routine travel costs, or that are in any way allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a work order.
- j. **IDS** – Intrusion Detection Systems.
- k. **ISP** – Internet Service Provider. A public provider of remote connections to the Internet.
- l. **Labor Hours** – A type of payment for performing a Work Order whereby the Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates plus non-routine travel cost as may be identified in a Work Order, up to a specified cost ceiling. The labor category hourly rates may not exceed the fully loaded labor category hourly rates specified in the Contract.
- m. **Labor Hours Not-to-Exceed Ceiling** – A type of payment for performing a Work Order whereby the Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, fixed by labor category in the Contract, up to a specified cost ceiling. The Contractor shall be required to provide time records and/or other documentation that substantiates all direct hours billed and that have actually been expended by its principals or employees, or those of subcontractors, totally and productively, in the compliance of a Work Order. The fixed hourly fully loaded labor category rates will be the only payment made for a Work Order issued as Time and Material, with any Material costs billed as pass-through (See Material Costs Definition).
- n. **Layer 2 Transport** – Layer 2 of the OSI Model that refers to the data link layer. The data link layer provides reliable transit of data across a physical network link.
- o. **Local Time** – Time in the Eastern Time Zone as observed by the State.
- p. **Material Costs** – The price charged to the State by the Contractor for any miscellaneous materials needed to perform this Contract as directed by a Work Order. It is expected that the majority of materials (if any) will be procured through other existing State contracts. However, any material costs incurred by the Contractor will be billed on a pass-through basis, only with prior approval by the State CM, and shall not include any direct or indirect charges for profit or other charges by the Contractor. Documentation associated with any material invoice shall be, if at all possible, an original invoice of the Contractor's supplier's invoice detailing

the material cost, also signed and dated by the Contractor. Material costs do not include travel, per diem or similar costs incurred by the Contractor.

- q. **Non-routine** - Travel expenses directly related to the performance of any Work Order will only be reimbursed at the current State rates for travel if such support has been directed by the Work Order, and travel is beyond a 50 mile radius of the base of operations site identified in the Work Order.
- r. **Not to Exceed (NTE) Ceiling** – This means a discrete dollar amount, stated in any Work Order, which may not be exceeded. If a Contractor reaches this NTE Ceiling while performing a Work Order it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, until such time as the Procurement Officer authorizes an increase in the NTE Ceiling amount to allow the continuation of services.
- s. **Notice To Proceed (NTP)** – A written notice from the Procurement Officer that work on the project or work order is to begin on a specified date. This is the official start date of the project or work timeline. An NTP will be issued upon completion of the work order process outlined within Section 2 of this RFP.
- t. **Offeror** – An entity that submits a proposal in response to this RFP.
- u. **Open Systems Interconnection (OSI) Model** – A reference model for worldwide communications that defines a networking framework for implementing protocols in seven layers.
- v. **Procurement Officer (PO)**– The State representative for the resulting Contract. The procurement officer is responsible for the Contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor. See Section 1.5.
- w. **RFP** – This Request for Proposals for Enterprise Web Systems, Project Number F10R5200205, dated April 12, 2005, including any amendments.
- x. **State Holidays** - Reference the following link:

http://www.dbm.maryland.gov/DBM_Publishing/public_content/dbm_taxonomy/employee_services/holidays2005.html
- y. **Work Order** - An agreement between the State and Contractor resulting from the work order procedures outline within Section 2 of this RFP. A Work Order will not alter general terms and conditions contained in the Contract. A Work Order may not in any way amend, conflict with or supercede the Contract.
- z. **VPN** – Virtual Private Network

1.3 Contract Type

- 1.3.1 The Contract that results from this RFP shall be a mix of Fixed Price for specific discrete work as noted, and an indefinite quantity, Fixed Unit Price Contract (as defined in COMAR 21.06) for specific labor categories and associated fully-loaded labor rates to be utilized in work orders. The indefinite quantity, Fixed Unit Price work is subject to a Contract ceiling amount that shall not be exceeded without the necessary Contract Modification or Work Order approval requirements.
- 1.3.2 All resulting work for the indefinite quantity, Fixed Unit Price work shall be provided via Work Orders, issued by DBM, and will be provided on a Time and Material or Fixed Price basis. **Labor rates in each**

labor category are fully loaded hourly rates that include all direct (to include routine travel), indirect costs, general and administrative, and profit for the Contractor.

- 1.3.3 DBM may purchase materials from either the Contractor, other available state contracts, or procure independently, depending upon which is determined by DBM to be the most advantageous to the state. Any material charges (see definitions Material Costs) incurred by the Contractor shall be with prior approval by DBM through the Work Order process. Work will be defined and approved in accordance with the Work Order and the Contractor shall not proceed with any work until after a Work Order is approved and a NTP is issued.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of about 5 years beginning on or about July 1, 2005 and ending on June 30, 2010. The first contract year shall end on June 30, 2006. Each succeeding contract year shall begin on July 1. For example, the second contract year shall begin on July 1, 2006.

1.5 Procurement Officer

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

William M. Bowser, Procurement Officer
Department of Budget and Management
Division of Procurement Policy and Administration
45 Calvert Street, Room 110
Annapolis, Maryland 21401
Telephone #: 410-260-7683
Fax #: 410-974-3274
E-mail: bbowser@dbm.state.md.us

1.6 Pre-Proposal Conference

A pre-proposal conference will be held on April 22, 2005, beginning at 10:00 AM in Room 164 at 45 Calvert Street, Annapolis, MD 21401. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

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

In order to assure adequate seating and other accommodations at the pre-proposal conference, it is requested that by 4:00 PM on April 20, 2005, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call William Bowser at (410) 260-7683 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. Offerors should limit representation to no more than three members in order to accommodate all Offerors in the space available. In addition, requests for sign language interpretation or other special accommodations due to a disability, must be received at least five days in advance. DBM will make reasonable efforts to provide such special accommodation.

1.7 Use of “e-Maryland Marketplace”

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

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

1.8 Questions

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

Questions will also be accepted subsequent to the pre-proposal conference. All post-conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.9 Proposals Due (Closing) Date

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 2:00 PM (local time) on May 3, 2005, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Please ensure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals shall 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, will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.10 Duration of Offer

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

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

1.12 Cancellations; Discussions

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

1.13 Oral Presentation

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations. Typically oral presentations occur approximately 2 weeks after the proposal due date.

1.14 Incurred Expenses

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

1.15 Insurance

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, thirty (30) days advance notice of any non-renewal or cancellation. All insurance policies must be with a company licensed to do business in Maryland.

The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Department with the same documentation as is required of the Contractor.

1.16 Economy of Preparation

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

1.17 Protests/Disputes

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

1.18 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted.

1.19 Access to Public Records Act Notice

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

NOTE: Information which is claimed to be confidential is to be placed **after the Title Page and before the Table of Contents** in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is required under paragraph 1.24 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, must pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary.

1.21 Mandatory Contractual Terms

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

1.22 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.

1.23 Contract Affidavit

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

1.24 Minority Business Enterprises

NOTICE: The procedure for submitting MBE information and forms has been revised effective October 1, 2004. See Attachment D for explanation of the revised requirements. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

An MBE subcontractor participation goal of 35% has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the Contract in a good faith effort to achieve the MBE goals in such subcontract awards with businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this Contract will be monitored by the State. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.25 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.26 Procurement Method

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

1.27 Verification of Registration and Tax Payment

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

1.28 False Statements

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

In connection with a procurement Contract, a person may not willfully:

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

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

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.29 Non-Visual Access

The Contractor shall ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. 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. See COMAR 17.06.02. for the official regulation. Attachment J is a synopsis of the standards.

1.30 Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form 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 the following URL:

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>>

SECTION 2 – SCOPE OF WORK

2.1 Purpose

The Department of Budget and Management is seeking a Contractor to support the systems and solutions that comprise DBM's Enterprise Web Systems, including but not limited to the Maryland.Gov Portal. This support is broken down into four categories: 1) Baseline Maintenance and Operations including transition from the incumbent Contractor; 2) Plumtree Software Applications Support and Project Administration; 3) Managed Services including Intrusion Detection System (IDS) Monitoring, PC and Network Hardware Maintenance and Support (to include technology refresh), and Back-up Disaster Recovery Services; and 4) Additional Work Orders that may include technical services for development, maintenance, upgrades and modifications to Maryland.Gov and associated Web sites, materials as necessary, and applications that comprise DBM's Enterprise Web Systems. These systems are currently located at the State's University of Maryland-College Park Data Center and at DBM in Annapolis, Maryland. The scope of work for this Contract may include work at other State facilities or locations.

2.2 Background

- 2.2.1 In 2001 the State of Maryland created MARYLAND.GOV, a citizen focused, enterprise-wide Internet portal. The DBM, OIT began the 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." The Maryland.Gov portal is based on an intentions-based navigation scheme to enable citizens to locate information and online services quickly and intuitively. The Portal receives more than 1 Million visitors a month.
- 2.2.2 In 2002 DBM initiated a project to consolidate the DBM, OPSB and TechMD Web sites to create the dbm.maryland.gov Web site utilizing the intentions based design and common look and feel of MARYLAND.GOV as well as the overlying network security architecture of the Portal.
- 2.2.3 In 2004 DBM initiated a project to further leverage the MARYLAND.GOV Portal to:
- A) Migrate hosting from a commercial data center to a state-owned data center on networkMaryland™;
 - B) Upgrade the Plumtree Software to Version 5.0 Enterprise Web Suite Portal product including content management and collaboration to allow multiple sites with similar or distinct branding to be hosted within one Portal;
 - C) Develop a statewide branding design utilizing the branding engine of Plumtree and branding guidelines for all agencies within the Executive branch as mandated by the Governor's Office;
 - D) Allow object migration through development, test and production and to support rapid application development; and
 - E) Provide a single interface and security model for Intranet and Extranet contributors.
- 2.2.4 The Portal operates on the State's wide area network (known as networkMaryland™) that provides a high-speed, robust, redundant, and high capacity backbone information transport system for Internet, intranet and extranet application development.

2.3 Current Environment

- 2.3.1 The current environment includes the following hardware and software components to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the Portal. Some customization has been done to the Plumtree software and system configuration. (See Attachment H):
- A) Microsoft Windows 2000 Advanced Server
 - B) Microsoft Internet Information Server (IIS) 5.0
 - C) Microsoft SQL Server 2000
 - D) Microsoft Active Directory Server
 - E) Microsoft Certificate Server
 - F) Plumtree Portal Server 5.0.3
 - G) Plumtree Content Server 6.0
 - H) Plumtree Collaboration Server 4.0.1
 - I) Plumtree Studio Server 2.0.4
 - J) TomCat Web App Server 4.1.30
 - K) Cisco switches
 - L) F5 load balancers
 - M) PIX/Netscreen Firewalls
 - N) Compaq/HP web/database/application servers
 - O) Internet Service Providers: Sprint, Qwest and Cogent
- 2.3.2 The production environment of the MARYLAND.GOV Portal is hosted by the State of Maryland via networkMaryland™ at the University of Maryland-College Park Data Center. Intrusion Detection System (IDS) monitoring, hardware maintenance and backups are managed remotely by a managed service provider. Application maintenance is performed from a remote site using both HTTPS/SSL/PKI and VPN connections. Content management and administration is performed remotely by DBM from Annapolis, Maryland over an HTTPS/SSL connection that is secured by a PKI infrastructure. The Content Server is accessed via a VPN connection that is established between the DBM site at Annapolis, MD and the production environment.
- 2.3.3 The environment consists of 12 production servers, 4 UAT servers, and 4 development servers. NetworkMaryland™ provides redundant connectivity to the Internet (1 Mbps burstable to 10 Mbps) and an out-of-band dedicated service through a VPN to a remote backup solution, administration and content management. The infrastructure includes web and database servers (Compaq/HP), redundant routers/switches (Cisco), load balancers (F5) and firewalls (PIX/Netscreen).
- 2.3.4 The customized Plumtree software sits as the core Portal software application and maintains the MARYLAND.GOV and the DBM Web site taxonomy. Content is managed through the Plumtree Content Server product. The Plumtree software controls all user-interface navigation through the portal web site. The Plumtree software maintains and automatically updates meta-data and stores it in Plumtree's database (a SQL Server database). Plumtree software provides search capabilities through tight integration with the Rip Fire search engine and crawler technology. Plumtree software also provides administrative tools that allow administrators to update the taxonomy and add new hyperlinks into the taxonomy and into specific Plumtree portlets called "publications." The Portal currently houses dbm.maryland.gov and other Internet sites. Web sites also incorporate components of the Plumtree Collaboration and Studio products.

2.4 Goals and Objectives

The Contractor shall provide the necessary labor to perform the following discrete major tasks within the scope of this RFP to ensure that the following goals and objectives are met:

- 2.4.1 Provide a seamless transition of the project from the current vendor.
- 2.4.2 Provide Plumtree software application support and Project Administration to manage and support the daily maintenance and operations of the Portal and Enterprise Web projects according to predefined standard operating procedures. (See section 2.5.3)
- 2.4.3 Provide IDS and network monitoring services to ensure the 24x7x365 security and availability of the Portal according to predefined service levels. (See section 2.5.7)
- 2.4.4 Provide maintenance and support of the server and network components of the Portal to ensure the reliability of the Portal.
- 2.4.5 Provide data backup, storage, disaster recovery and restore services. (See Section 2.5.6)
- 2.4.6 Provide technical and business support to any Maryland.gov domain, Web site or web application that is consolidated within DBM's enterprise web system architecture and is requested through a work order approval process.
- 2.4.7 Provide end-of-contract transition services to the State or a replacement vendor.
- 2.4.8 Detailed work requirements for each of these major tasks are specified in the sections below.

2.5 Scope of Work

2.5.1 General

- 2.5.1.1 Contractor shall be responsible for all maintenance activities to include, but not limited to, the following:
 - A) Provide project administration and on-site technical expertise to maintain the Plumtree software and Web programming specifications for Maryland.Gov and associated sites according to predefined standard operating procedures and service levels. This includes problem determination and resolution for system incidents as well as system change requests.
 - B) Provide technical network and hardware infrastructure support including Intrusion Detection System (IDS) monitoring services, VPN and data backup for the Maryland.Gov Portal located at the State's Data Center in College Park, Maryland.
- 2.5.1.2 All additional work under the resulting Contract shall be performed at the direction of the Contract Manager via a work order process. (See Section 2.6 Work Orders). The Contractor shall be required to support additional Work Orders to perform on other technical or business support issues for enhancement or technology refresh of the existing network, hardware, software, backup or security monitoring components for Enterprise Web Systems at or for other State facilities.
- 2.5.1.3 Additional work is not guaranteed; however, follow-on work orders issued by the Contract Manager may include, but not be limited to the following examples.

- a) Provide technical services to implement hardware and related services for Domain Name System (DNS) administration.
- b) Provide support to upgrade or add components to the Plumtree Portal Software including Plumtree Consulting Services.
- c) Implement upgrades or additions to the network, hardware, backup and security architecture of DBM's enterprise web systems including installation of equipment at other State data centers for expansion purposes, technology refresh and/or a disaster recovery site.
- d) Add additional web sites, web applications, software, middleware or shared services such as content management or automatic payment processing to the Enterprise Web Systems architecture.
- e) Develop a toolkit to add additional State agency Web sites into the existing Plumtree environment and to establish remote access and content management capabilities within secured parameters as defined by the State of Maryland IT Security Policy and Standards and as previously approved by the State Contract Manager.

2.5.1.4 An initial Notice To Proceed (NTP) for transition will be based on the Contractor's solution in response to this RFP. This NTP will be placed with the Contractor at the scheduled kick-off meeting. (See Section 2.5.2.1 Initial Project Transition from Current Contractor.)

2.5.1.5 The Contractor shall render services under this RFP upon receipt of the Notice to Proceed from DBM CM. Any work that is performed without a Notice to Proceed (NTP) from DBM shall be performed at the Contractor's risk of non-payment. This includes work begun under Work Orders.

2.5.1.6 The Contractor shall ensure that any software along with its supporting hardware meet documented specifications and standards and shall have to pass performance testing criteria and be approved by the CM in order to be in compliance with the Contract. Performance criteria and its testing criteria shall be documented to the CM and have prior approval by the CM with approved work plans prior to any implementation. **Any work that does not have prior CM written approval shall not be accepted nor paid for by the State under the Contract, nor be a basis for claim to the Contract. The Contractor shall perform at risk if there is any work, or work product performed without prior written approval of the CM.**

2.5.2 Baseline Maintenance and Operations

2.5.2.1 Initial Project Transition from Current Contractor.

- a) The State has planned for a 30-40 business-day transition period to complete verification and performance testing through a complete business cycle. The Contractor shall have a transition solution for transferring all maintenance and support activities and current documentation from the incumbent to the Contractor. As part of the first work order, this transition will begin with the NTP issued at the kick-off meeting.
- b) At the kick-off meeting, an NTP will be issued to implement the transition. The Contractor's transition solution and period of performance as proposed shall commence with the NTP. Additionally, the Contractor shall be provided with the incumbent's completion transition plan. The Contractor shall use this as the basis for the subsequent implementation of its startup transition plan and as part of the transition performance period.
- c) The Contractor shall submit the final transition plan within 5 business days following the issuance of the NTP for transition. Upon acceptance of the plan, the plan is to be implemented in accordance with the timeframe specified in the Contractor's final transition plan.

- d) The transition solution shall include a project plan that addresses:
- 1) Staffing including Plumtree software expertise;
 - 2) Discussion/communication between the Contractor and DBM;
 - 3) Security and system access establishment;
 - 4) Hardware/software and telecommunications requirements and setup, other general office needs;
 - 5) Training/Orientation of Contractor's staff on state applications;
 - 6) Knowledge transfer;
 - 7) Attain a working knowledge of DBM's environment as well as the general business practices of the State;
 - 8) Attain working knowledge of procedures and practices in supporting and maintaining the MARYLAND.GOV Portal;
 - 9) Attain working knowledge of all technical and functional matters associated with the Portal, its network and security architecture, and system applications;
 - 10) Attain working knowledge of various utilities and software products used in support and operation of the Portal;
 - 11) Completion of tasks and other unfinished work plan items;
 - 12) Operational readiness;
 - 13) Development and content of a checklist to document team readiness;
 - 14) Demonstrate and document team readiness, allowing them to move into maintenance and support phase;
 - 15) Status reporting and meetings;
 - 16) Timing of transition;
 - 17) Other matters deemed important for the transition phase.

2.5.3 Plumtree Software Applications Support and Project Administration

- 2.5.3.1 Contractor shall provide technical staff with qualified Plumtree software experience as well as the associated programming languages and Internet technologies of the product to support the maintenance and development of the Plumtree portal software and associated modules. This includes technical support for implementation, development, and production operations. (See Section 2.5.7 for Service Levels.)
- 2.5.3.2 The Contractor shall maintain a system to record and monitor all system incident requests (SIRs) and change requests (CRs) made to DBM's Enterprise Web Systems. (See Reports and Meetings Section 2.11 and Service Levels Section 2.5.7).
- 2.5.3.3 The Contractor shall provide a single point of contact for administration of the project. This person will produce weekly and monthly project status reports that track SIRs and CRs in accordance with pre-defined service levels and show solutions and projected resolution dates.
- 2.5.3.4 The Contractor shall maintain documentation and an electronic library for all functional and technical features of DBM's Enterprise Web Systems including the following:
- a) Technical Support Agreement
 - b) Standard Operating Procedures
 - c) Backup and Disaster Recovery Plan
 - d) Functional System Design Document
 - e) Network and Security Architectural Design
 - f) System Documentation

2.5.3.5 The Contractor shall replace or upgrade software of the Plumtree application and databases.

The Contractor shall provide monthly utilization statistics using Web Trends and Crystal Reports. The statistics must include traffic levels (usage), number of trouble tickets, outages, duration of each outage, outage resolution.

2.5.3.6 The Contractor shall perform day-to-day management of assigned projects and information systems management professionals. 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.

2.5.3.7 The Contractor shall provide staff with demonstrated web development experience in Plumtree, C#, ASP.NET, Javascript, HTML, 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. The Contractor shall apply new and emerging technologies to the web site/web page development process.

2.5.4 Intrusion Detection System (IDS) Monitoring

2.5.4.1 The Contractor shall provide a full time (24x7x365) Network Operation Control Center (NOCC) to continuously monitor the State's Enterprise Web Systems. This includes IDS monitoring and administration to filter traffic, detect and prevent improper attempts to access DBM's Enterprise Web Systems resources located at the College Park Data Center and at DBM in Annapolis, Maryland.

2.5.4.2 The Contractor shall provide Service Desk support to record incidents, route, resolve, escalate, report and analyze information using a real-time web based customer reporting system.

2.5.4.3 The Contractor shall provide managed firewall services to ensure reliable and secure connections across the Internet for remote services.

2.5.4.4 The Contractor shall provide 24x7 support and remediation personnel to maintain, troubleshoot and resolve incidents related to the technical infrastructure of DBM's Enterprise Web systems (web and database servers, routers/switches, IDS equipment, firewalls, load balancers, backups and internet connection).

2.5.5 PC and Network Hardware Maintenance and Support.

2.5.5.1 The Contractor shall reconfigure existing servers or deploy additional servers in DBM's Enterprise Web Systems environment to host Web sites or applications developed and maintained by other agencies using an established testing standard and migration process.

2.5.5.2 The Contractor shall provide detailed configuration management and asset tracking/inventory information via a web-based tool. The Contractor shall document to the DBM Contract Manager the type of toolset. For solutions where the Contractor is responsible for asset management, the Contractor shall ensure that any financial accounting for fixed and capital assets that may be performed shall comply with Government Accounting Standards Board Statement No. 34 (GASB 34). For the applicable accounting principles see <http://www.gasb.org/repmodel/index.html>.

2.5.5.3 The Contractor shall, as requested, provide the physical support to tag and control all State-owned hardware and software.

2.5.5.4 Based on prior approval from the Contract Manager, the Contractor shall replace or upgrade hardware and software for all components (servers, network devices, firewalls, etc.) including server patch management for critical security updates. This includes migration of equipment or installation of new equipment at other state-owned data centers. The State will not incur additional costs for web sites added to existing monitored devices.

2.5.5.5 The Contractor shall produce and analyze information from all equipment and works which shall include but not be limited to the following: routers, IDS, switches, firewalls, load balancers, Windows servers, backups and Internet connection to monitor impact on shared services and to aggregate system performance, availability, security and capacity. The results of these analyses shall be a part of the monthly status report.

2.5.5.6 The Contractor shall follow through to fix problems according to the following pre-defined priority and service levels in Section 2.5.7.

2.5.6 Backup Service and Disaster Recovery Services

2.5.6.1 The Contractor shall provide a hard disk data to tape media backup service for archival and disaster recovery retrieval purposes. Backups will consist of weekly full, hot backups and daily incremental hot backups. The Contractor shall schedule, perform and monitor backups. Current volume is 120GB per month.

2.5.6.2 The Contractor shall determine the backup requirements for all new data or software application components added to DBM's Enterprise Web Systems architecture.

2.5.6.3 The Contractor shall test the backup/restore procedure to full functionality.

2.5.6.4 The Contractor shall maintain the backup media in fireproof vaults at an offsite storage facility at a minimum of 25 miles from the production site.

2.5.6.5 The Contractor shall provide disaster recovery services in accordance with the Statewide Security Policy (Attachment G) and Portal Disaster Recovery Plan.

2.5.7 Service Levels

2.5.7.1 The Contractor shall provide guaranteed service availability of 99.5% or greater, excluding a weekly maintenance window of approximately 30 minutes or other pre-defined times approved by the DBM Contract Manager.

2.5.7.2 The State Contract Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact site/system availability. Maintenance of 30 minutes or more shall be scheduled during the period 3a.m. until 7 a.m. Maintenance outside of this schedule must have prior approval by the State Contract Manager.

2.5.7.3 The Contractor shall address system issues relating to software, hardware, network, IDS and backup services according to the following predefined service levels. The State has the authority to establish and modify the priorities.

Priority 1	Severe Problem	A service, access, functionality is	Response and diligent work towards
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		unavailable and no readily available alternative solution or workaround exists established service levels	resolution within 30 minutes (24 hours a day, 7 days a week)
Priority 2	Severe Problem	A service, access, functionality is unavailable but a readily available alternative solution or workaround does exist	Response and diligent work towards resolution within 2 hours (24 hours a day, 7 days a week)
Priority 3 and 4	Isolated Problem/Degraded performance/Change Management	Limited to a few users, degraded application functionality, change management	Response and diligent work towards resolution (Monday through Friday, excluding State of Maryland holidays)

2.6 Work Order Process

2.6.1 Services shall be provided via a work order process using the pre-approved fully-loaded labor rates applicable to their labor categories as follows:

2.6.1.1 The CM shall e-mail a request to the Contractor to provide services. The request shall include at a minimum:

- a) The due date and time for submitting a response to the request;
- b) Technical requirements and description of the services needed;
- c) Performance objectives and/or deliverables, as may be applicable;
- d) Performance and Warranty Period;
- e) Specific information to be provided by Contractors, such as:
 - o a proposed work plan for the required services;
 - o Any maximum timeframe to complete the services required;
 - o Any required place(s) where work must be performed;
 - o State furnished information, work site, and/or access to equipment, facilities, or personnel;
- f) Billing Instructions, such as:
 - o Whether payment will only be made upon completion of the work, or whether the Contractor may bill for intermediate completion stages or on a periodic level of effort basis.
 - o The person to whom invoices and supporting documentation are to be sent.
 - o Back-up documentation for employee time
- g) Requirements for meetings and reports;

2.6.1.2 The Contractor shall e-mail a response to the CM within the specified time and shall include at a minimum:

- a) A response to the description of the service that details the Contractor's understanding of the work;

- b) A description of the proposed work plan including time schedules, in narrative, and if required a GANTT chart, to accomplish the requisite task. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed.
- c) 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.
- d) The personnel resources, including those of subcontractors, and estimated hours to complete the task.
- e) A detailed written description of any work to be subcontracted, the name and address of the proposed subcontractor(s), and the proposed contractual agreement with the subcontracting organization.
- f) Proposed approach to satisfying the requirements of the task and development of task deliverables.
- g) Note any material(s) and the cost(s) or the estimated costs (if the situation absolutely requires and estimate versus an actual cost(s) at the time).

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

- a) If time is of the essence, as determined by the CM, and does not permit completion of work to be initiated by this method, the CM will contact the contractor by any method and request services within the time frames outlined under normal or emergency maintenance.
- b) The Contractor shall provide documentation of time of employees, or sub-contractors for each work order. The documentation shall include:
 - 1) an expenditures report or detailed billing report that provides a description of the work performed and the date and hours worked on the State account by each of the Contractor's personnel during the invoice period; and,
 - 2) copies of the official personnel timesheets for each person listed on the invoice for the period of time covered by the invoice. These records may be either certified employee time sheets or electronic time keeping records certified by the Contractor's Contract Manager to be the actual time worked by the employees, or its subcontractors in the performance of the work associated with the NTP
- c) The Contractor shall provide any materials invoices(s). The procedure is noted in Invoices Section 2.21. Retainage will not be held by the State for any material costs; therefore, the Contractor shall note the material costs (estimated if necessary) on their response to the initial Work Order, so that the State will in turn note the material costs on the NTP documentation.

2.7 Performance Period Testing/Warranty Period

2.7.1 A performance period will begin after all applicable deliverable products and services comprising the Contractors support of DBM's Enterprise Web Systems have been installed and all applicable deliverables have been accepted. The performance period will be for a period of 90 days unless otherwise specified in the Contract to allow for adequate testing of all functionality, including any and all processes and interfaces. The time periods for any performance and warranty periods will be at the minimum noted in the original scope of work, but may also be addressed in the subsequent plans such as the Project Management Plan.

2.7.2 During any performance period, DBM will test the functionality and integration system and services to ensure that the requirements of the applicable Contract and any internal requirements determined during

specification design validation review have been met. During the performance period, the system and services must perform at a level consistent with the performance specifications. Any system and services must be available for unrestricted use by DBM staff and other applicable users on an average effectiveness level of 99.5 percent or more for the given performance period. Availability for unrestricted use means that the system and services is accessible to users with full processing functionality. Effectiveness level refers to the system and services meeting the objectives listed herein and the performance measures as defined in the Contract, and subsequent plans. Should DBM encounter performance problems or discover specifications have not been met by either the system or services, the Contractor shall rectify the performance problem or complete the specification to DBM's satisfaction at no additional cost to DBM within two (2) weeks or as directed and approved by the DBM Contract Manager.

2.7.3 The purpose of a Performance Period is to meet the following objectives:

- A) Testing of all existing system applications and services.
- B) Validate system set-up for functionality and user access;
- C) Confirm use of system in performing business processes;
- D) Confirm integrity of business process, data, services, security, and end-products;
- E) Verify all requirements of the Contract have been met;
- F) Speed of performance;
- G) Determine Contractor's response time for errors or failures;
- H) Subjective satisfaction of the DBM Contract Manager.

2.7.4 If it is determined that the scheduled Performance Period does not allow sufficient time for DBM to verify all system services, then the Contractor shall warrant the system and services for an additional period guaranteeing that the system is free from performance problems and meets all specifications as defined in the Contract and follow-on plans. Should DBM encounter performance problems or discover specifications have not been met, the Contractor shall rectify the performance problem or complete the specification to DBM's satisfaction at no cost to DBM within two (2) weeks or as directed by DBM. Any warranty period shall begin upon (1) the conclusion of the Performance Period, and (2) system and services acceptance and signoff. Length of any warranty period will be decided at the beginning of the specified Performance Period. The length of the warranty will be based on when the applications are initially installed or upgraded, and business processes take place (i.e., rounds, inspections, audits).

2.8 Security Policy

- 2.8.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards (See www.dbm.maryland.gov, keyword “IT Security Policy”). These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at www.dbm.maryland.gov (keyword ‘security policy’).
- 2.8.2 IT Security
- 2.8.2.1 Security Regarding Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to an Agency’s network without prior written approval by the State. The State will provide equipment as necessary for support that requires a direct connection to the State network, or give prior written approval as necessary for connection.
- 2.8.2.2 The Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's network, as directed and coordinated with the State Contract Manager.
- 2.8.2.3 Physical Security. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.
- 2.8.3 Security Clearance (if requested by the State).
- 2.8.3.1 Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. 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 employee providing services on-site at any location covered by this Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract and shall be completed within four (4) months of Contract award.
- 2.8.3.2 The Contractor shall provide certification to the Department that the Contractor has completed the required CJIS criminal background checks and that the Contractor’s employee assigned to this Contract has successfully passed this check. The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.
- 2.8.3.3 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:
- (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- 2.8.3.4 An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted with the past

five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

2.8.3.5 Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

2.8.3.6 On-site Security requirement(s) as requested by the State: For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

2.8.3.7 Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the 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.

2.8.3.8 Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors 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 that Contract for default.

2.8.3.9 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 of tools, equipment, etc. 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.

2.8.3.10 At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.9 Staffing Requirements

Continuity of personnel on the project is essential; therefore, the Contractor shall ensure continuity and shall follow the staffing substitution process as outlined in section 2.15.8.

2.9.1 Transition and Ongoing

A) The transition period is the period immediately after Contract award and when the NTP is issued. Contractor personnel that are identified as key staff are expected to remain on-site to perform ongoing maintenance and support. The initial phase and continuing operation and maintenance will begin with the transition period and continue through the term of the Contract. Assigned staff will work closely with both state employees and Contractual staff during the transition period.

- B) The Contractor shall have single point of contact to act as the Contractor's Contract Administrator whose responsibilities include, but are not limited to the following: liaison between the Contractor and the State, receives the Work Orders and NTPs from the State, can commit the additional work of Contractor's staff, receives Evaluation forms (See Attachment K) and provides any necessary remediation plans.
- C) The following table provides an estimate of the staff required for daily operations and Plumtree software support during the transition and ongoing maintenance period. The actual labor categories and number of staff in each will be the result of the Work Order response and the NTP. These levels do not include the network and security monitoring, hardware support and backup services.

Labor Categories		
	Transition	M&O
Project Manager	1	.25
Plumtree Internet/Intranet Site Developer	1	1
Plumtree Computer Systems Analyst	1	1
Total FTE	3	2.25

- D) Key personnel staffing will be based on the Contractor's proposed solution. DBM will provide an NTP at the Kick-off Meeting. The programmers shall be experienced in Plumtree software and Microsoft .NET. DBM's initial work order will be a time and materials to assist DBM staff with ongoing technical and functional responsibilities, and will be for one year, beginning on or about June 15, 2005. The work order will include, but not be limited to, technical and functional tasks required to support DBM's Enterprise Web Systems.

2.9.2 The Contractor shall have staff to support the Managed Services components of the Contract to include, but not be limited to, the network and security monitoring, hardware support and backup services.

2.10 Contract Milestones/Deliverables

The Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using Microsoft Project that provides a detailed work plan with milestones and associated deliverables and project work effort to accomplish each milestone unless otherwise specified. The Contractor should refer to the Maryland System Development Life Cycle document for the format of the deliverables (See www.dbm.maryland.gov, keyword SDLC). Any changes to the WBS will have to be pre-approved by the DBM Contract Manager.

<i>Milestones</i>	<i>Deliverables</i>
I. Project Initiation Milestone	
a. Kick-Off Meeting	<ol style="list-style-type: none"> 1. Initial meeting with DBM management and user staff to understand and communicate timeline, requirements and transfer documentation. 2. Update Project Management Plan as required.
b. Project Management Plan (PMP)	<ol style="list-style-type: none"> 1. WBS demonstrating Project Plan and Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, Staffing Plan, Communication and Contact Plan, and Risk Management.

	<ol style="list-style-type: none"> 2. Communication and Contact Plan (to include Contingency Communication and Contact Plan with detailed information.) 3. The draft PMP shall be provided at the Kick-Off Meeting. 4. The final PMP shall be provided within 10 business days of the Kick-Off Meeting.
II. Transition and Setup Phase	<ol style="list-style-type: none"> 1. Draft Transition and Setup Plan due 5 business days after Contract award and NTP. 2. H/W, S/W, and Telecommunication Setup. 3. Create Security Ids, Security Access and Update System Administration. 4. VPN and IDS Monitoring Solution. 5. Backup Solution. 6. Initial facility walk-thru for DBM. 7. Quality Assurance for Business Process Plan. 8. Security Plan to include Facility/Physical security, Disaster Recovery, and System Security. 9. Operations Readiness Implementation Plan. 10. Training/Orientation Plan. 11. System Output and Support Plan to include business requirements procedures. 12. Integration or Migration Plan (as required). 13. Final Transition and Setup Plan due 10 days after Contract award and NTP.
III. Technical and Business Meetings/Reports	<ol style="list-style-type: none"> 1. Weekly Status Reports and Meetings. 2. Monthly Status and Meetings. 3. Work Plans
IV. Invoicing/Meetings/Reporting	<ol style="list-style-type: none"> 1. Fixed Price Invoicing. 2. Time and Material Invoicing. 3. Technical and business support to meetings and reporting as requested.
V. Contractor Evaluations	<ol style="list-style-type: none"> 1. One within 90 days of Contract award and NTP. 2. Ongoing Evaluations.
VI. End-of-Contract Transition	<ol style="list-style-type: none"> 1. Transition Plan for Transition to State or State Agent. 2. Transition Support as Required

2.11 Reports and Meetings

- 2.11.1 The Contractor shall provide an operational compliance report on a weekly basis that tracks system events according to service level priorities as well as the number and severity of IDS alerts. The report should include a detailed status of system incidents and change requests including the priority, status, description, progress and responsible person and estimated hours to complete.
- 2.11.2 The Contractor shall hold a status meeting, generally on a weekly basis, to discuss the work plan, status of items, issues, prioritizations and new or additional work plan items to be added, deferred or removed.
- 2.11.3 The Contractor shall provide a monthly status report due by the 10th business day each month that describes summary level activities and accomplishments of the Contractor team for the prior month, the planned activities and accomplishments for the current month, and any issues that require the attention of DBM upper management.
- 2.11.4 The Contractor shall support any additional reporting or meeting requests of the State Contract Manager as required and requested by the State for legislative, auditing, other special reporting purposes, or emergency events at no additional cost to the State or this Contract. The Department runs and provides many of the day-to-day reports needed for their business environment; however, the Contractor shall assist with any reporting as requested by the State Contract Manager.

2.12 Documentation

The Contractor shall assume documentation from the incumbent Contractor and be responsible for keeping documentation current. Documentation shall be updated frequently to reflect new work orders. The State of Maryland System Development Life Cycle describes the comprehensive approach, but below is a short synopsis. Documentation shall be in a hard copy and electronic copy on CD in MSWord 2000 format unless otherwise directed by the State agency.

- 2.12.1 System Design Documentation (key minimal elements listed below):
 - A) Explanation of key functionality--What it does and why.
 - B) Block Diagram--A Graphic representation of component parts and links (H/W and software, etc.)
 - C) Detailed Specific Platform information--Hardware, software, communications architecture, user interfaces, administrative interfaces, other interfaces (for instance DTS packages), backup and recovery components and methods, security, etc.
 - D) What security and how is security utilized for application, LAN, WAN, etc.
 - E) All source code, object code, design and architecture documentation, and all data files are delivered to the State. (If source code is proprietary, then arrangements need to be made for software escrow with the vaulting arrangements within the State of Maryland. If there is customization of COTS, the Agency needs to determine if they want to own that customized part of the software that was created in making the COTS align to the agency's needs.)

- 2.12.2 Version Description Document identifying ‘historical versioning’ and what tool is used for configuration management control.
- 2.12.3 Change Management information to include configuration management control.
- 2.12.4 Reasons and descriptors for the different environments and regions of development and test, user testing, and production. The information should be able to answer: Where are the environments? Is development and test environment at the Contractor's? What does that look like and how does info get transferred to user testing and production? What tools are used?
- 2.12.5 Maintenance and Operations Manual
- 2.12.6 Users Manual
- 2.12.7 System Administration Manual
- 2.12.8 Source code with a data dictionary (preferably in versioning control (example: visual SourceSafe repository)
- 2.12.9 Security: Backup, recovery (who, what format, how often, where, and offsite storage)
- 2.12.10 Roles and responsibilities for who does ‘what’ and ‘when.’
- 2.12.11 Training manuals that are current with current configurations of the system that provide for user training, system administration training, and if requested, Train-the-Trainer training.

2.13 Deliverables Acceptance Criteria Process

The Contractor shall deliver all work order deliverables upon completion, to the DBM Contract Manager for review, testing, and acceptance. The Contractor shall memorialize such delivery in a Delivery Confirmation, which sets forth the nature and condition of the deliverables, the medium of delivery, and the date of their delivery. The DBM Contract Manager shall countersign such Delivery Confirmation to indicate receipt of the contents described therein. The DBM Contract Manager shall commence acceptance testing or reviews following receipt of the deliverables. Upon completion of such testing, the DBM Contract Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables. In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible. If item is not accepted within 10 business days, unless otherwise specified in the work order, by the DBM Contract Manager, then Contractor must notify Project Manager of risk associated with delay in writing. Follow-on project items may not continue until deliverable is satisfied by DBM Contract Manager acceptance or waiver for condition associated with the deliverable. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format for Fixed Price work orders.

2.14 Contractor Performance Evaluation

- 2.14.1 See Attachment K for a typical evaluation survey. An evaluation is considered acceptable if there are no marks in the Needs Improvement column. All evaluations with marks in the Needs Improvement column shall require the Contractor’s Contract Administrator to submit a Remediation Plan to the applicable PM within 10 business days from the date of notification to the Contractor on the evaluation form. If necessary, due to unforeseen events, the Contractor shall request in writing to the applicable PM an extension that must be approved by the PM.

- 2.14.2 An initial evaluation will be conducted within 90 days of the Contract start date. After the initial evaluation, the Contractor shall be evaluated every six months until the Contractor staff receives two acceptable evaluations. After two acceptable evaluations, the Contractor staff will be evaluated once a year. An evaluation end date will be either six months and/or year anniversary of Contract start date. If the Contractor staff fails to receive acceptable evaluations for two successive periods, the DBM Contract Manager will work with the Contractor to replace the non-productive Contractor employee with another agreed upon Contractor employee.
- 2.14.3 In between regularly scheduled performance evaluation periods, if DBM perceives there are persistent issues that arise regarding the Contractor's performance, an unscheduled Performance Evaluation will be conducted by DBM. The Contractor shall ensure that Performance improve, and shall follow the procedure as outlined in 2.14.1. If the Contractor's performance fails to receive acceptable evaluations, and/or the DBM Contract Manager is not satisfied that performance has improved, then remedies might include but not be limited to: termination of the contract; upon notification by the State, retainage shall be forfeited to the State; or other such contractual remedies deemed necessary by the DBM Contract Manager and the Procurement Officer.

2.15 Personnel Qualifications and Labor Categories

- 2.15.1 Continuity of staff in the Enterprise Web Systems project is important. In addition, and as part of the staff utilized in the Managed or Applications Support part of the Contract, the Contractor shall provide personnel to satisfy the labor qualifications and categories specified in work orders. In response to each work order, the Contractor shall provide personnel that satisfy the personnel qualifications specified within this section for each of the labor categories required under the specific Work Order. In the event that labor categories are not identified in the Work Order, the Contractor shall select the appropriate labor categories for the task from those specified in this section and identify personnel that satisfy the requirements of the labor categories. Any employee utilized in performance of a task shall be billed at the proposed and accepted labor category.
- 2.15.2 In addition to the total and specialized experience defined in the skill categories, specific areas of required expertise may be further defined for all Contractor personnel to be assigned to work on DBM's Enterprise Web Systems. The Contractor shall certify that the candidate meets the required qualifications. With the approval of the DBM Contract Manager, Contractor personnel may be approved for performance in multiple skill categories for which they are qualified. However, personnel cannot perform in multiple labor categories at the same time in a given work order.
- 2.15.3 Substitution of Education for Experience: A Bachelor's Degree or higher may be substituted for four years of 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 DBM Contract Manager.
- 2.15.4 Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the DBM Contract Manager.

Substitution of Professional Certificates for Experience: Professional certification (e.g., Certified Novell Engineer, SQL Certified Database Administrator) may be substituted for general and specialized experience. The DBM Contract Manager shall approve or disapprove substitutions. In unusual or extreme circumstances, as designated by the DBM Contract Manager, a non-qualified Contractor employee may be used to perform a task. Such employee shall be approved by the DBM Contract Manager only for the specific circumstances involved.

- 2.15.5 All services shall be performed by the Contractor’s technicians who have Computer Technology Industry Association (CompTIA) A+ Certification (hardware and operation systems technologies) or equivalent certification from a nationally recognized independent training facility for the type of equipment to be repaired. Technicians qualifying credentials shall be available to the Agency if requested. Technicians shall be directly employed and supervised by the Contractor or subcontractor unless otherwise approved by the Agency. The Agency reserves the right to reject service technicians who in its judgment or opinion are not qualified to perform the work or do not conduct themselves in a professional manner.
- 2.15.6 Overview of Qualifications: To perform on this Contract, Contractor personnel must meet the minimum requirement for Contract labor category described in this section. A summary of the labor categories is provided in Table 1.

Table 1 - Skill Categories

MANAGEMENT SERIES: These positions provide for Contractor program management. Such personnel will interface directly with State personnel in day-to-day management of the Contract.	Project Manager
SYSTEMS ANALYSIS SERIES: These positions provide for a diversity of skills in working with web applications including requirements definition, testing implementation, analysis, design, conversion, and documentation.	Systems Manager Senior Systems Analyst Systems Analyst Senior Functional Analyst Systems Engineer
COMPUTER PROGRAMMER SERIES: These positions provide the technical expertise required to maintain the software components comprising the applications.	Applications Programmer Junior Applications Programmer Senior Information Engineer
NETWORK ENGINEERING SERIES: These positions provide for design, implementation, operation, and maintenance of communications networks.	Network Manager Senior Network Engineer Junior Network Engineer Network Administrator
SPECIALIST SERIES: These positions provide for specialized support, which may not be in the realm of the other technical levels.	Database Management Specialist Systems Software Specialist Subject Matter Expert Project Administration Specialist

Each labor category and the personnel classifications are fully defined in the following sections of this solicitation.

- 2.15.7 Task Leader: A Task Leader shall be named by the Contractor to manage the Contractor's efforts in fulfilling each work order. The task leader for a work order will be person assigned to and performing on the work order.
- 2.15.8 Substitution of Personnel:
- 2.15.8.1 All personnel described in the Contractor’s accepted proposed solution to this procurement solicitation shall perform continuously for the duration of the Contract (to include all Managed and Application

Support services) and any subsequent work order awarded as a result of this procurement for so long as performance is satisfactory to the DBM Project Manager. The DBM Contract Manager shall give written notice of performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within ten (10) business days and implement the plan immediately upon written acceptance of the DBM Contract Manager.

2.15.8.2 Should performance issues persist, the DBM Contract Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Contractor's Project Manager, and determine whether a substitution is required.

2.15.8.3 The Contractor shall not substitute personnel, other than by reason of an individual's death, termination of employment, or for a sudden incapacitating illness that is projected to last more than 5 days, etc. without prior written approval of the DBM Contract Manager. DBM Contract Manager's approval will not be unreasonably withheld.

2.15.8.4 To replace any personnel specified in the Contract or Work Order, the Contractor shall submit resumes of the proposed substituted personnel, specifying the intended approved labor category, to the DBM Contract Manager.

2.15.8.5 All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the DBM Contract Manager that the proposed substitutes meet the qualifications specified for the Contract and/or specific Work Order. The DBM Contract Manager will arrange for the interview of the substitution personnel. After interviewing, the DBM Contract Manager will notify the Contractor in writing of the acceptance or denial of the requested substitution.

2.15.9 Experience/Education/Communication Definitions

The following definitions apply to the labor categories below. If an item is not listed it does not apply to that category.

2.15.9.1 Experience Requirements

A) Total Experience

Minimum years of hands-on general experience in information systems technology

B) Specialized Experience

Minimum specific hands-on experience required directly relates to the particular skill category and level. The experience is not in addition to but is a part of the general experience required in the paragraph above.

C) Task Leader

Indicates this category may serve as a task leader on one or more work orders. Management experience for applicable type and size of project is required. Task leaders must have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category.

D) Experience

Recent hands-on experience within the last two (2) years.

2.15.9.2 Education and Other Requirements: Minimum educational requirements needed to qualify for the position. The DBM Contract Manager may approve substitutions of experience and/or certifications for education if the DBM Contract Manager determines the experience is superior in nature and provides the skills at a level necessary to successfully perform the duties of the position.

2.15.9.3 Duties: Immediately following experience and education requirements are the representative functions of the position.

2.15.9.4 Communication: Proposed staff must possess effective oral and written communication with State staff.

2.15.10 Labor Categories

2.15.10.1 Management Series

A. **Project Manager.**

Total Experience: Eight (8) years of experience in initiating, planning, organizing, directing, and controlling business application projects.

Task Leader: This category may serve as a task leader on one or more work orders.

Specialized Experience: Three (3) years of specific experience in managing projects according to the Project Management Institute (PMI) practices and procedures. This responsibility includes, but is not limited to, developing project plans, budgeting, estimating, and scheduling, developing risk management plans, and all other plans associated with project plan development and execution.

Education and other requirements: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Accounting or other related business or technical discipline. PMI Certification is highly desired.

Duties: Develop complete project plans as required for Business Application projects. Plan, organize, direct, and control Business Application projects. Review project documentation developed by others. Meet with State personnel and Contractor personnel to review and approve project documentation. Communicates with all levels of management. Manages configuration management task during project development phase. Ensures project tasks are completed correctly, efficiently, on schedule and within cost.

2.15.10.2 Systems Analyst Series

A. **Systems Manager**

Total Experience: Eight (8) years progressive experience in the evaluation, design, and analysis of business applications using database management systems and or high level programming languages.

Task Leader: This category may serve as a task leader on one or more work orders.

Specialized Experience: Five (5) years of specific experience managing business and systems applications including requirements definition to ensure systems integrity.

Education and other requirements: 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. A master's degree is preferred.

Duties: Performs and is responsible for overall systems analysis, design, programming, documentation, performance evaluation, or implementation of multiple complex system applications and related Management Information Systems/Automated Data Processing (MIS/ADP) systems. Communicates with all levels of management. Oversees all phases of the software development life cycle with emphasis on the planning, analysis, testing and acceptance phases.

B. Senior Systems Analyst

Total Experience: Seven (7) years progressive experience in the analysis and design of business applications using database management systems or high level programming languages.

Task Leader: This category may serve as a task leader on one or more work orders.

Education and other requirements: 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.

Duties: Performs systems analysis, design, programming, documentation, performance evaluation, or implementation of complex system applications and related Management Information Systems/Automated Data Processing (MIS/ADP) systems concepts for effective implementation. Participates in all phases of the software development life cycle with emphasis on the planning, analysis, testing and acceptance phases. Designs and prepares technical reports and related documentation, and makes charts and graphs to record results. Prepares and delivers presentations and briefings as required.

C. Systems Analyst

Total Experience: Three (3) years progressive experience in the analysis and design of business applications using database management systems or high level programming languages.

Education and other requirements: A Bachelor's degree from an accredited college or university in a related field.

Duties: Perform duties assigned by the Senior Systems Analyst on simple to moderately complex systems or tasks.

E. Senior Functional Analyst

Total Experience: Five (5) years progressive experience in the analysis and design of business applications using database management systems or high level programming languages. Must be experienced with all functionality within Plumtree Software and product modules.

Task Leader: This category may serve as a task leader on one or more work orders.

Education and other requirements: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Accounting or a related business technical discipline.

Duties: Support Web applications by researching system problems, identifying resolution and communicating impact. Recommend program modification and enhancements and ensure users have proper procedures. Participate as required with technical staff in the design, development and testing of system modifications. Prepare level of effort for program modifications and develop program specification for technical staff. Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Reviews test results and evaluates for conformance to design. Performs project management tasks. Uses best practice methods of project management for business application projects. Monitor all phases of the project and make recommendations on schedule, budget and scope-change impacts to management. Develop project plans as required and assist in tracking results. Act as liaison between agencies, user groups and other DBM personnel. Provide application help-desk support to end-users, which would include prioritizing, troubleshooting, and communicating issues related to end-user support. Provide functional training as required. Provide updates to system documentation as required.

F. Systems Engineer

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

General Experience: Must have three (3) years of experience in systems engineering.

Specialized Experience: At least one (1) year of experience in analytical problem solving of workflow, organization and planning.

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

2.15.10.3 Computer Programmer Series:

A. Applications Programmer

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

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

Specialized Experience: At least three (3) years of experience as an application programmer on large-scale Database Management Software, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, and procurement. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program

deadlines are met. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

B. Junior Applications Programmer

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

General Experience: Must have three (3) years of computer programming experience.

Specialized Experience: None.

Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, and procurement. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

C. Senior Information Engineer

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

General Experience: Must have 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: 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.

Duties: Develops analytical and computational techniques and methodology for problem solutions. Performs 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. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools. Must be capable of applying business process improvement practices to modernization projects. Applies, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization wide information models for use in designing and building integrated, shared software and DBMS.

Key Personnel: Indicates this category may serve as Key Personnel.

2.15.10.4 Network Engineering Series

A. Network Manager

Total Experience. Ten (10) years experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, or data communication equipment installation and maintenance. Understanding of protocols/technologies including, but not limited to, X.25 and TCP/IP, SNA, Internet Packet Exchange (IPX), SMDS, Frame Relay, ATM, SONET, Integrated Services Digital Network (ISDN), Unisys DCA, Appletalk.

Task Leader. This category may serve as a task leader on one or more work orders.

Education and Other Requirements. A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. A Master's Degree is preferred. Certification as a network engineer for a specific network operating system.

Duties. Performs a variety of network management functions in support of MIS services related to the operation, performance or availability of data communications networks. Modifies command language programs, network start up files, assigns/re-assigns network device logicals, analyzes network performance and recommends adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks. LAN/WAN consultant skilled in network analysis, integration and tuning. Experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products. Knowledge of Ethernet, FDDI and high speed WANs, routers, bridges, and switches. Analyze client LANs/WANs, isolate source of problems, recommend reconfiguration and implementation of new network hardware to increase performance. Conducts load balancing efforts to achieve optimum device utilization and network performance. Manages network E-mail functions. Establishes mail boxes and monitors mail performance on the network. Coordinates with communications engineering to resolve hardware problems. Works with customer and operations staff in scheduling preventative and emergency maintenance activities.

B. Senior Network Engineer

Total Experience. Seven (7) years of progressive experience in planning, designing, implementation, and operations and maintenance of data networks. This experience must include demonstrated knowledge of Gigabit Ethernet, Asynchronous Transfer Mode (ATM) and working knowledge of operating systems and protocols such as, NT, UNIX, and Transmission Control Protocol/Internet Protocol (TCP/IP), OSPF, EIGRP, BGP. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a networked environment. Experience must include at least three years experience with wide area networks including fiber optics, and broadband networks using Frame Relay and Asynchronous Transfer Mode (ATM) technologies. Must be familiar with long distance and local carrier leased provisioning and customer premise equipment troubleshooting.

Task Leader. This category may serve as a task leader on one or more work orders.

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

Duties. Responsible for the design and implementation and operational support of data communications or telecommunications networks. Plans and monitors the installation of communications circuits. Manage and monitor local area networks and associated equipment (e.g., switches, routers, remote access

devices, firewalls, gateways, etc.) Performs fault isolation, management, troubleshooting and configuration activities to ensure service level agreements are met. Conducts short and long-term planning to meet communications requirements.

Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Prepares trade-off studies and evaluations for vendor equipment. Generates network monitoring/performance reports for LAN/WAN utilization studies. Recommends network design changes/enhancements for improved system availability and performance.

C. Junior Network Engineer

Total Experience. Three (3) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Knowledge of protocols/technologies including, but not limited to, X.25 and TCP/IP, SNA, Internet Packet Exchange (IPX), SMDS, Frame Relay, ATM, SONET, Integrated Services Digital Network (ISDN), Unisys DCA, Appletalk.

Education and Other Requirements. A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline.

Duties. Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns, protocols, peak usage, etc. Stays current with technological changes.

D. Network Administrator

Total Experience. 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 communication equipment installation and maintenance, or computer systems administration and management.

Education and Other Requirements. An Associate's degree from an accredited college or university in a related field, or two (2) years of college or university study in a related field. Certification as a network administrator for a specific network operating system.

Duties. Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Analyze client LANs/WANs, isolate source of problems, recommend reconfiguration and implementation of new network hardware to increase performance. Modifies command language programs, network start up files, assigns/re-assigns network device logicals, participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network E-mail functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.

2.15.10.5 Specialist Series

The following general requirements apply to all personnel in the Specialist Series:

Total Experience: Five (5) years progressive experience in Information Systems/Automated Data Processing (IS/ADP) systems analysis.

Specialized Experience: Three (3) years intensive and progressive specific experience in the specialty.

Task Leader: These categories may serve as a task leaders on one or more work orders.

Education and Other Requirements: 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.

Duties: Augments other skill categories by providing unique IS/ADP systems knowledge in areas that require in-depth current knowledge of a specialized IS discipline. Such specialized knowledge can only be achieved through intensive, extensive, and continuous application of the specialty at a level exceeding that of the more general and broad based IS requirements of the skill category series. May participate in all phases of task performance with emphasis on the planning, analysis, testing, documentation, and acceptance phases. Prepares and delivers presentations and briefings as required.

A. Systems Software Specialist

Evaluates systems software and recommends specific changes in procedures. Reviews computer software systems and response needs and determines operating systems and languages needed to support them. Performs systems software "fine-tuning", workload analysis, load balancing, etc. Performs authorized maintenance of a highly specialized nature on systems software, compilers, assemblers, and utility systems. Oversees total data processing system restoration following significant system crashes. Determines system performance capabilities, diagnoses system failures and degradation's and isolates the failure or degradation as to cause.

B. Subject Matter Expert

Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex to complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications in the following specialties:

- a) Plumtree Consulting
- b) Information Systems Architecture
 - 1. Information Systems
 - 2. Strategic Information Systems
- c) Automation
 - 1. Hardware (micro through mainframe)
 - 2. Computer languages (particularly Visual Basic, Java, C#)
 - 3. Operating systems (Microsoft Windows, Unix, Linux, Unix, VM)
 - 4. Database management systems
 - 5. Automation security systems
 - 6. Decision support systems
 - 7. Taxonomy
- d) Risk Management/Electronic Analysis

- e) Software (consisting of all commercially available software used under this Contract for PCs, minis, and mainframes)
- f) Life-Cycle Management
- g) Software Development Methodologies
 - 1. Waterfall/Grand Design
 - 2. Incremental
 - 3. Evolutionary
- h) Modeling and Simulation
- i) Graphics Processing
- j) Data Warehousing

C. Project Administration Specialist

Duties: Compile and maintain data concerning project activities. Perform analysis of Contractor billing data, specific work order estimated costs and actual costs. Maintain project records and other information as necessary. Must be experienced with standard office automation software.

2.16 Methodology

The Contractor shall utilize a formalized approach, approved by the CM, for all records and project documentation. The Contractor shall refer to the State's SDLC for guidance in this area, (available at www.dbm.maryland.gov, keyword 'sdlc').

2.17 Work Location

- 2.17.1 DBM's headquarters is considered their base of operations and is 45 Calvert Street, Annapolis, MD 21401.
- 2.17.2 **Non-Routine Travel:** Non-routine travel expenses directly related to the performance of any Work Order will only be reimbursed at the current State rates for travel if such support has been directed by the Work Order, and travel is beyond a 50 mile radius of the base of operations site identified in the Work Order.
- 2.17.3 If appropriate, Non-routine travel will be identified within a Work Order, and will be reimbursed according to the State's travel regulations and reimbursement rates. (See the Department's web site at: http://www.dbm.maryland.gov/portal/server.pt?space=Opener&control=OpenObject&cached=true&parentname=SearchResult&parentid=2&in_hi_ClassID=17&in_hi_userid=1332&in_hi_ObjectID=4999&in_hi_OpenerMode=2&)

2.18 Compatibility

The Contractor shall ensure that any and all of their support including all the network, hardware and software components that make up the proposed system or solution, maintain full compatibility with all interfacing

systems. The Contractor shall ensure that any and all of their support does not compromise system (system level or component level) compatibility. The Contractor shall be fully responsible for all compatibility.

2.19 Government Furnished Equipment/Information/Resources

The Contractor will be provided with the incumbent Contractor's completed transition plan and all system documentation. In addition, working space will be provided for up to 2 personnel at 45 Calvert Street, Annapolis, Maryland. Parking facilities are available nearby, however, any parking fees are at the Contractor's expense. The Contractor will not be allowed to connect their personal or business computers to the State's network (See Section 2.8.2.1).

- The following equipment shall be provided for a maximum of 2 personnel:
- Desk, chair, and phone
- Desktop Computer (Windows 2000 Office Suite, Outlook, Internet access)
- Access to the DBM network for State-supplied computer only
- Consumable office supplies,
- Meeting rooms by appointment
- Access to office printers

2.20 Retainage

2.20.1 For the Fixed Price Managed or Technical Services part of the contract, five percent (5%) of each applicable invoice up to 5% of the total contract price shall be held by DBM as retainage. Disbursement of the total retainage will be dependent upon and occur 30 days following: (1) Contractor's invoicing of the retainage (see the successful completion of the Contractor's Evaluation Period-Section 2.14 and Invoices-Section-2.21); (2) The successful completion of the most recent performance period regarding any Milestone or Deliverables; and/or (3) Special conditions or requirements that have arisen and have been directed in writing by State Contract Manager.

2.20.2 For Fixed Price and Time and Material Work Orders, five percent (5%) of each applicable invoice up to 5% of the total contract price shall be held by DBM as retainage. Disbursement of the total retainage will be dependent upon and occur 30 days following: (1) Contractor's invoicing of the retainage (see the successful completion of the Contractor's Evaluation Period-Section 2.14 and Invoices-Section-2.21); (2) The completion of the Work Order's Performance Period; and (3) System acceptance and sign-off of the Work Order by the State Project Manager.

2.20.3 If the contractor fails to meet the requirements as defined in any Work Order, the contractor shall rectify the performance problem or complete the specification to State's satisfaction within two weeks or as directed by the State Project Manager and documented by the State Contract Manager, at no cost to the State, as described in the Work Order. If the State is not satisfied within this timeframe, the contractor forfeits the retainage, unless otherwise determined by the State.

2.20.4 Once deliverables and milestones are approved by the State, the retainage will be released back to the Contractor. As noted, the Contractor shall submit a separate invoice for the retainage release (See Invoices-Section 2.21). The Contractor shall track any cumulative retainage amount on each of their monthly invoices, noting from what Managed and/or Technical Services period or Work Order each amount of retainage is withheld for, until released by the State and display this amount on the invoices.

2.21 Invoices

- 2.21.1 Any material invoices, as previously noted, can only be approved for cost. No additional fees or markups shall be allowed. All material invoices must be signed and dated by the Contractor and the original suppliers invoice shall be submitted and attached along with the applicable monthly invoice. Retainage will not be withheld by the State for any materials being invoiced. Therefore, each of the Contractor's initial response to a Work Order shall indicate the material cost(s) or estimate(s) (See Work Order Process Section 2.6).
- 2.21.2 All invoices must include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due, any retainage as a unit amount and the cumulative amount as previously noted, any material cost(s), and the Purchase Order Number(s) being billed. Pre-authorized representative must sign each invoice. The Contractor must provide the initiating agency with two copies of each invoice with original signatures on each invoice. Additional information along with individual timesheet signatures may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 2.21.3 Each invoice based on Time and Materials work shall include:
- a. For each invoice: progress report for the applicable period;
 - b. For each invoice: time reports of all employees working on the WORK ORDER shall be submitted with the invoice;
 - c. An Employee/Task Summary that lists: all active work orders and the totals dollars billed by each employee for the period being invoiced;
 - d. For each active WORK ORDER: name of individual(s), the individual(s) labor category (as approved), hourly rate, material cost(s), applicable retainage, and number of hours billed this invoice;
 - e. A WORK ORDER summary that lists: work order, current actuals, prior year-to-date actuals, grand total actuals, NTP amounts, NTP remaining amounts, and grand totals, material cost(s), unit retainage, and cumulative retainage.
- 2.21.4 The Contractor shall bill time and material for each WORK ORDER on a monthly basis by the 15th of each month, for work performed in the prior calendar month. For example: Work performed from June 1, 2005 to June 30, 2005 will be billed by July 15, 2005. Only time utilized by those labor categories approved in the Contract, any material cost(s), and subsequently approved at the WORK ORDER level shall be billed.
- 2.21.5 Each invoice shall include for Fixed Price WORK ORDER's:
- a. For each Fixed Price Work Order: a proposed payment for accepted deliverables based on the Deliverables Acceptance Criteria Process (Reference section 2.13).
 - b. For each invoice: in addition to meeting the general invoice requirements in section 2.21.2, shall provide information detailing the specific deliverable(s), phase or task as appropriate, the gross amount to invoice, any material cost(s), retainage amount and net amount due.
 - c. For each invoice: contain a recap section detailing gross cumulative billings to date, unit retainage and the cumulative retainages to date, net cumulative billings to date, prior net billings to date, net amount due this invoice, and any material cost(s).
 - d. Each invoice shall include a Summary Page that lists: total estimated hours to complete; total estimated cost; total hours to date; total dollars billed to date; percentage of completion by dollar and time.

2.22 Change Control

- 2.22.1 The Contract Manager shall manage a change control process through a Change Control Board (CCB) that consists of employees stakeholders from the State to ensure that proposed project scope change(s) provide net benefits, are funded, and planned. The Contractor shall not implement, and the Department shall not pay for, functions or changes outside the approved project scope of the Contract or subsequent Work Order(s). For any development activity, unless an emergency event deemed necessary by the Department's Secretary or Agency Head, all material changes to the scope shall only be addressed and/or approved to this project after the production implementation. Changes approved prior to a Critical Design Review or prior to an appropriate deliverable such as a Performance Test for Acceptance shall fall within the scope of the original contract or the Work Order where the work was directed, the Contractor's proposed solution, and the Contractor's validation of the requirements. The Department's Office of Information Technology (OIT) shall have final approval on any proposed changes to any physical architecture, firewall configuration, data communication requirements, remote access, any network configuration, related security requirements, databases and any other applicable structure affecting the system.
- 2.22.2 Regarding requested changes after any production (or for any system/application/network's implementation, and its acceptance by the State), the Department's stakeholders shall review and evaluate the project's system as it is released to them in production. The Change Control Board (CCB) shall review any user requested changes, and if approved, present to the Contractor for costs estimates, and project and risk assessments. The Contractor shall review any requested changes, and after evaluation, shall present to the CCB an estimate for these requested changes. For any approved changes, the Contract Manager shall provide a "Notice To Proceed" for each specific Department's CCB request that is to be implemented. The Contractor shall schedule releases that incorporate the approved set of changes. The changes shall require user acceptance testing in the development environment prior to release to the production environment, or an approved End-To-End Performance Test for a system/network environment, and therefore the the Department's configuration management, quality assurance, and security control(s) processes shall apply.

2.23 End-of-Contract Transition.

- 2.23.1 The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. 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. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.
- 2.23.2 Near the end of the Contract (either the base Contract term without any renewal options being exercised, or for any renewal option period if exercised), at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical, project, and contract support.
- 2.23.3 A Transition Plan due within 30 days of being notified by the DBM Contract Manager of a final contract end-date. The transition plan shall include:
- A) Any Staffing concerns/issues;
 - B) Communications between the Contractor and the DBM Contract Manager;
 - C) Security and system access: review and closeout as needed;
 - D) Any Hardware/software and telecommunications requirements and setup, other general office needs;
 - E) Any final Training/Orientation of State staff or another State agent's staff;
 - F) Knowledge transfer:

1. Ensure there is a working knowledge of the system's environment as well as the general business practices of the State;
 2. Review with DBM the procedures and practices that support the business process and system;
 3. Ensure the working knowledge of all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract;
 4. Provide a document that lists and describes all hardware and software tools utilized in the performance of this Contract;
 5. Ensure the State has a working knowledge of various utilities and corollary software products used in support and operation of the system;
 6. Ensure the State has a working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces.
- G) Completion of tasks and any unfinished work plan items;
- H) Ensure the State has a working knowledge of any and all ongoing Operational and maintenance readiness;
- I) Provide for the development and content of a checklist to document the State's readiness;
- J) Demonstrate and document team readiness, allowing them to move into any follow-on phase such as maintenance;
- K) Document any risk factors and suggested solutions;
- L) Status reporting and meetings;
- M) Timing of transition;
- N) All documentation and data is current and complete with a hard and soft copy in a format prescribed by the Contract Manager;
- O) Copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Agent, but no later than the final date of the Contract.

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SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

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

3.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and three (3) copies of each volume are to be submitted. An electronic version of both the Volume I-Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Word format must also be submitted with the unbound original technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD and shall bear a label on the outside containing the RFP # and name, the name of the Offeror, and the volume number.

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s responsibilities in Section 1.20.

3.4.2 Required Submissions to be Submitted by Offeror:

- A) Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B) Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit and MBE Participation Schedule (See Attachment D-1 and D-2)

MBE Forms must be completed, signed and submitted. Failure to do so will result in your proposal being rejected.

3.4.3 Format of Technical Proposal.

Technical proposals must be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and must bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, three (3) copies and the electronic version shall be provided.

Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The technical proposal shall include the following sections in this order:

3.4.4 Title Page and Table of Contents

The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. The title page shall be followed by a table of contents for the technical proposal.

NOTE: Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

3.4.5 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary".

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

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

3.4.6 Corporate Experience and Capabilities

- A. Offerors shall include information on past experience with similar projects and particularly with enterprise web systems maintenance and operations. General requirements of the Offeror and personnel are outlined in Sections 2. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:
- B. An overview of the Offeror's experience rendering services similar to those included in this RFP. This description shall include:
 - 1.) A summary of the services offered
 - 2.) The number of years the Offeror has provided these services
 - 3.) The types of clients and geographic locations that the Offeror currently serves
 - 4.) A synopsis of the Offeror's experience including the general scope of the systems that have been maintained and supported.

- C. An organization chart of the Offeror showing all major organizational components, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract.
- D. References from three (3) customers where the Offeror has done work similar to that required in this RFP. The client references must be capable of documenting the Offeror's ability to develop and support all components of the Plumtree software, additional web programming experience, data backup and recovery services, IDS monitoring, hardware and network maintenance for a State, Federal, or private sector entity.

Each reference shall include the following information:

- 1.) Name of client organization
- 2.) Name, title, and current telephone number of Point of Contact for client organization (Offerors shall ensure that the contact information is current.)
- 3. Project name, Value, and Duration of contract(s) supporting client organization
- 4.) The services provided, scope of the contract, objectives satisfied, and economic or cost savings to the business owner

3.4.7 Personnel/Staffing

The Offeror shall describe its personnel capabilities in compliance with Section 2.5.3, 2.9 and 2.15. The Offeror shall identify and provide resumes of all personnel that support the requirements of Section 2.5.3, 2.9 and 2.15 of this RFP.

3.4.8 Offeror Technical Response to RFP Requirements Excluding Sections 3.4.7 and 3.4.9

The Offeror shall describe how the proposed services will meet the requirements as described in Section 2 of the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As state above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include an explanation of how the work will be done.

3.4.9 Offeror Proposed Work Plan

The Offeror shall propose a work plan utilizing a work breakdown structure for each of the major tasks outlined in Section 2.5. The work plan shall identify the major activities to achieve each of the deliverables including due dates from the notice to proceed (NTP). Each major activity must have assigned resources utilizing the Offeror's proposed labor categories and an estimated number of hours per labor category per activity.

The Offeror shall include a list of all assumptions that were used to develop the work plan. An example of an assumption the Offeror might include would be a presumed start date for the project, any State personnel requirements, etc.

The work breakdown structure shall contain sufficient detail to impart the Offeror's knowledge and ability to successfully complete each task.

The proposed work plan, due dates for milestones and deliverables, tasks, labor categories proposed, and resource hours estimated shall become part of the Contract with the selected Offeror.

3.4.10 Financial Capability and Insurance

The Offeror shall include the following:

- 1.) Evidence that the Offeror has the financial capability to provide the services via abbreviated profit and loss statements and abbreviated balance sheets for the last two years.
- 2.) A copy of the Offeror's current certificates of insurance required by Section 1.15 (property, casualty and liability), which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

3.4.11 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. (Do not include any detail of the financial proposals with this technical information.) The Offeror will take into consideration the following elements:

- 1.) The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 2.) The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- 3.) Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- 4.) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

3.4.12 Subcontractors

Offerors shall identify all subcontractors, including MBE subcontractors, and the role these subcontractors will have in the performance of the Contract.

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor shall submit an original unbound copy, three (3) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in Attachment F. Complete the cost sheets only as provided in the Price Proposal Instructions.

SECTION 4– EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below: The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

4.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in relative order of importance:

- 1.) Offeror experience and capabilities that illustrate the Offeror’s ability to successfully complete this project. (Ref. Section 3.4.6)
- 2.) Personnel proposed to perform the work. (Ref. Section 3.4.7)
- 3.) Offeror’s technical response to RFP requirements. An Offeror’s response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology and how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3.4.8).
- 4.) The proposed work plan. (Ref. Section 3.4.9)
- 5.) Economic benefit factors. (Ref. Section 3.4.11)

4.3 Financial Criteria

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

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other States do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another State submits the most advantageous offer; the other State gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other State, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

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

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

4.5.2 Selection Process Sequence

- 1.) The first step in the process will be to assess compliance with the Offeror Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.
- 2.) The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions will be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 3.) Offerors shall confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.) The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions.
- 5.) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

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

ATTACHMENTS

In accordance with State Procurement Regulations:

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

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

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

ATTACHMENT D-1 – D-6 – MBE Participation Forms. Forms D-1 and D-2 must be submitted with the Offeror's technical proposal.

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

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

ATTACHMENT G – State IT Security Policy and Standards.

ATTACHMENT H – Portal Architecture.

ATTACHMENT I – Non-Disclosure Agreement.

ATTACHMENT J – Non-Visual Access Standards

ATTACHMENT A – CONTRACT

ENTERPRISE WEB SYSTEMS CONTRACT

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

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “Contract Manager” means Teri Greene.
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Department of Budget and Management.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means Bill Bowser.
- 1.6 “RFP” means the Request for Proposals for DBM Enterprise Web Systems, No. F10R5200205, dated April 12, 2005, and any amendments thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 “State Chief Information Officer” or his deputy means Ellis Kitchen, as State Chief Information Officer or Gregory McKibbin, as Deputy State Chief Information Officer, or their respective authorized designees.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. SCOPE OF WORK

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

- Exhibit A – Request for Proposals –Project No. F10R5200205
- Exhibit B – Contractor’s Technical Proposal, dated _____
- Exhibit C - Contractor’s Financial Proposal, dated _____
- Exhibit D – State Contract Affidavit, executed by the Contractor and dated _____

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide services, equipment and software in accordance with the RFP. The term of this Contract is for a period of five (5) years, commencing on July 1, 2005 and terminating on June 30, 2010. The Contractor shall provide services upon receipt of a Purchase Order from the Contract Manager.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified on Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$_____. Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor will: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of an invoice for services and/or software provided by the Contractor, acceptance by the Department of services and/or software provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer must be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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

5. Personnel

Contractor agrees that personnel identified in its Technical Proposal shall be assigned for the period specified, in accordance with Section 1.4 of the RFP. The State shall, at any time, have the right to require the Contractor to replace any of its personnel assigned to this Contract if any such Contractor personnel are uncooperative, inefficient, unprofessional in their appearance or actions, or otherwise demonstrate a lack of being able to perform the requirements specified in the RFP. This requirement shall apply equally to subcontractors of the Contractor should the State permit the use of subcontractors hereunder.

6. Rights to Records

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

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

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

7. Exclusive Use

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

8. Patents, Copyrights, Intellectual Property

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

8.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the

defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 8.3 below.

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

9. Confidentiality

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

10. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder. Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements, that arise from, are in connection with, or are attributable to Contractor's failure to comply with the requirements of this Section 10.

11. Indemnification

11.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

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

11.3 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.

11.4 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.

12. 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.

13. 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.

14. Maryland Law

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

14.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any purchase order, or Notice to Proceed, issued under this Contract.

15. Nondiscrimination in Employment

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

16. 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 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 agent, any fee or other consideration contingent on the making of this Agreement.

17. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State 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.

18. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State 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.

19. Termination for Convenience

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

20. Delays and Extensions of Time

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

21. Suspension of Work

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

22. Pre-Existing Regulations

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

23. Financial Disclosure

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

24. Political Contribution Disclosure

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

25. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

26. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. 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;
- B. 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;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

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

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

28. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 12 and 14 through 27 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

29. Retainage

29.1 DBM shall be entitled to retain 5% of the amount of each Contractor invoice by task. When a task has been successfully completed and the result accepted by the Contract Manager, the full-retained amount for the completed task shall be paid to the Contractor upon receipt of a separate invoice for retainage release. The Contractor must track any cumulative retainage amount until released by the State and display this amount on the invoices.

29.2 This process will apply to each Contract task until all tasks are completed. Contract deliverables provided late, incomplete, or not provided at all may result in the forfeiture of some or all of the amount retained, as determined by the State Department. Retainage shall not apply to the software toolset license.

30. Liability

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

A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 8 of this Contract;

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

C. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section 11, "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 11 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 11.

30.2 As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this cContract.

31. Parent Company Guarantee (If Applicable)

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

32. Administrative

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

32.2 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: Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Attention: Teri Greene, Contract Manager, DBM Enterprise Web Systems.

If to the Contractor: _____

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

CONTRACTOR

By: _____ Date: _____

Title: _____ Date: _____

Witness: _____

STATE OF MARYLAND

By: DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____ Date: _____

Title: _____ Date: _____

Witness: _____

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

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) 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 arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

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

_____.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in 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):

_____.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

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

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C - COMAR 21.07.01.25 CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

**RFP F10R5200205
RFP Attachment D
State of Maryland
Department of BUDGET AND MANAGEMENT
Minority Business Enterprise Participation**

Purpose

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

MBE GOALS AND SUBGOALS

An MBE subcontract participation goal of 35 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

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

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

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

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

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment D-5**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. 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.
4. 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.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

Attachment D-1

Certified MBE Utilization and Fair Solicitation AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. F10R5200205, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 35 percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. **I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.**
3. **I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.**
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

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

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____	%
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____	%
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____	%

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

Attachment D-2
 MBE Participation Schedule (continued)

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

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. F10R5200205, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

5. Bidder/Offeror did/did not attend the pre-bid/proposal conference
 No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

Attachment D-4
Subcontractor Project Participation
Statement

6.1.2.4.a Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in conjunction with Solicitation
Prime Contractor Name

No. F10R5200205, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

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

By: _____

By: _____

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

This form is to be completed monthly by the prime contractor.

ATTACHMENT D-5

**Maryland Department of Budget and Management
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Purchase Order #: _____ 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:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period: 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates and amounts of any outstanding invoices: 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

MBE Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street, 1st Floor
Annapolis, MD 21401
MBEOfficer@dbm.state.md.us

Signature: _____ Date: _____

This form is to be completed monthly by the MBE subcontractor.

ATTACHMENT D-6

**Maryland Department of Budget and Management
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Purchase Order #: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	
Prime Contractor:		Contact Person:

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

MBE Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street, 1st Floor
Annapolis, MD 21401
MBEOfficer@dbm.state.md.us

Signature: _____ Date: _____

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#: F10R5200205

BPO#: _____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at jmontague@dbm.state.md.us or at 410-260-7109.

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form D-5 for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the D-6 form properly, i.e., all of the information located in the upper right corner of the D-5 form. It may be wise to enter the information on form D-6 for the subcontractor's convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's monthly D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the D-5 reports. The Department's MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor's MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be implemented until approval has been received. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Project No. F10R5200205
ENTERPRISE WEB SYSTEMS**

A Pre-Proposal Conference will be held at 10:00 PM, on April 22, 2005, in Conference Room 164 at 45 Calvert Street, Annapolis, MD. Please return this form by April 20, 2005 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Bill Bowser at 410-260-7683.

Return or fax this form to the Procurement Officer:

Mr. Bill Bowser
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 118
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature

Title

ATTACHMENT F – PRICE PROPOSAL FORM INSTRUCTIONS

PRICING INSTRUCTION FORMS F-1, F-2, & F-3

Instructions

1. Offerors must submit their price proposal on Attachment F, Price Proposal Forms F-1, F-2 and F-3. Do not change or alter these forms or the offer may be deemed unacceptable.
2. Attachment F is to be completed by the Offeror and signed on each page by an individual who is authorized to bind the firm to all prices offered. Completed forms must also be supplied in electronic format on either diskette or CD. It must be separately sealed with the financial proposal, as directed in the RFP, Section 1.9 and in Section 3.5.
3. All data and information included on Attachment F is for price evaluation purposes and also the price the State will pay for the specified Labor Categories and specified services.
4. On Attachment F:
 - a. All prices must be recorded with dollars and cents, e.g., \$24.15. Fractional prices are not acceptable (e.g., \$24.15333).
 - b. All prices must be the actual price the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
 - c. Labor rates in each labor category are fully loaded hourly rates that include all direct and indirect costs G&A, etc., and profits for the Contractor.
 - d. Nothing shall be entered on any Price Proposal Form that alters or proposes conditions or contingencies on the proposed prices.
 - e. Record unit prices in the Yellow spaces of the price proposal forms. **DO NOT RECORD ANY INFORMATION IN ANY SHADED AREAS OF THESE FORMS.**
6. It is imperative that the unit prices be entered on the Price Proposal Forms accurately to calculate the Offeror's financial proposal. 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.

Price Sheets

- 1) F-1 - Labor Rate Model
 - 2) F-2 - Fixed Price Services
 - 3) F-3 - Summary
- 1) F-1 – Labor Rate Model:**
- a. Record the Fully Loaded Labor Rate (FLLR) for each year of the Contract Years (Year 1 – Year 5) in the yellow highlighted area only.
 - b. The formula will multiply the FLLR by the Estimate Hours per Year column and enter the total in the Evaluated Price column. This shall be completed for each of the Contract Years for each labor category.
 - c. The Evaluated Price column shall be subtotaled and entered into the Subtotal Annual Cost row by the formula.
 - d. The Total Five Year Labor Costs shall be calculated by adding the subtotals of the Evaluated Price columns by the formula.

2) F-2 – Fixed Price Services:

- a. Record the Monthly Rate for each Contract Year (Year 1 – Year 5) for the Managed Services and Plumtree Software Applications Support and Project Administration in the yellow highlighted area.
- b. Enter the One Time Costs for Beginning of Contract Transition and End of Contract Transition in the One Time Costs column in the yellow highlighted area.
- c. The formula will total each of the columns for each Contract Year and total the One Time Costs column.
- d. The formula will multiply Column Totals by 12 for each of the Monthly Rate columns and enter the total in the Subtotal Yearly Costs.
- e. The formula will take the One Time Costs total and enter it in the Total One Time Costs row; add together the Subtotal Yearly Costs; and, enter the total in the Total Yearly Costs row. The formula will add Total One Time Costs and Total Yearly Costs together and enter the total in the Grand Total row.

3) F-3 – Summary: (No entries are necessary)

1. The formula will enter the Grand Total from spreadsheet F-2 – Fixed Price Services next to Fixed Price Services and multiply the Total Costs by the Evaluation Factor and enter the total into the Total column.
2. The formula will enter the Total Five Year Labor Cost from spreadsheet F-1 – Labor Rates Model spreadsheet next to Total Five Year Labor Cost and multiply the Total Costs by the Evaluation Factor and enter the total into the Total column.
3. The formula will add the total column and enter next to Grand Total. This is the bottom-line evaluation price that will be used to rank the Offeror’s financial proposals.

Attachment F Price Proposal Forms are a separate file entitled:

“F10R5200205 Attachment F Price Proposal Forms”

This Is An Excel Spreadsheet Booklet.

ATTACHMENT G – STATE IT SECURITY POLICY AND STANDARDS

AVAILABLE IN ELECTRONIC FORMAT

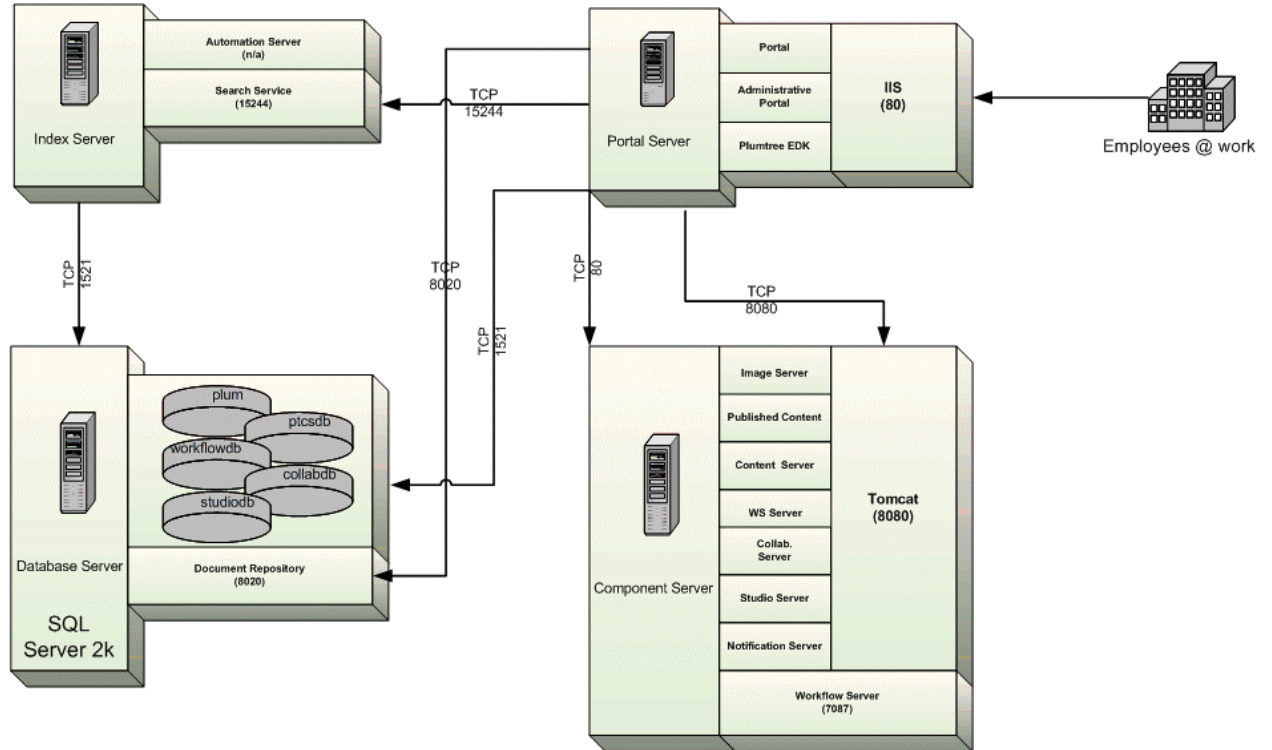
See Department of Budget and Management Web Site

<http://www.dbm.maryland.gov> (keyword: security policy)

ATTACHMENT H – PORTAL ARCHITECTURE

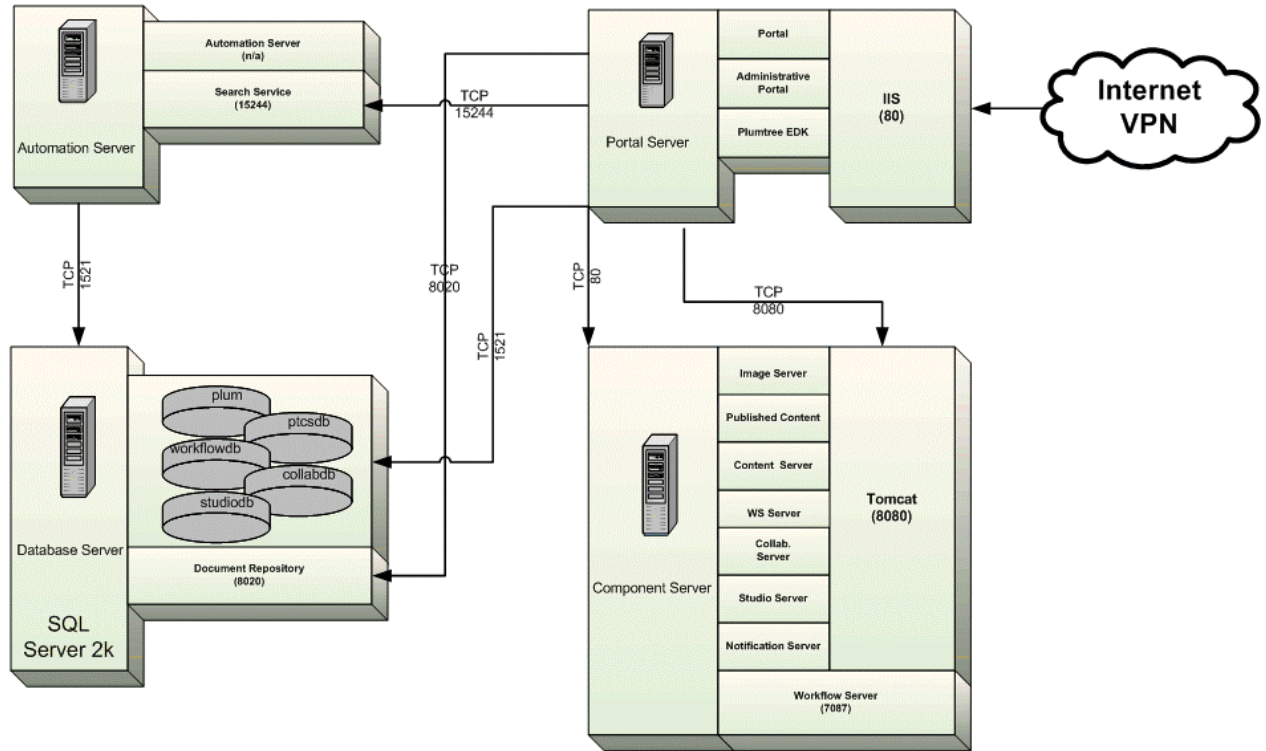
DEV - Portal Architecture - State of Maryland

Development Portal Architecture



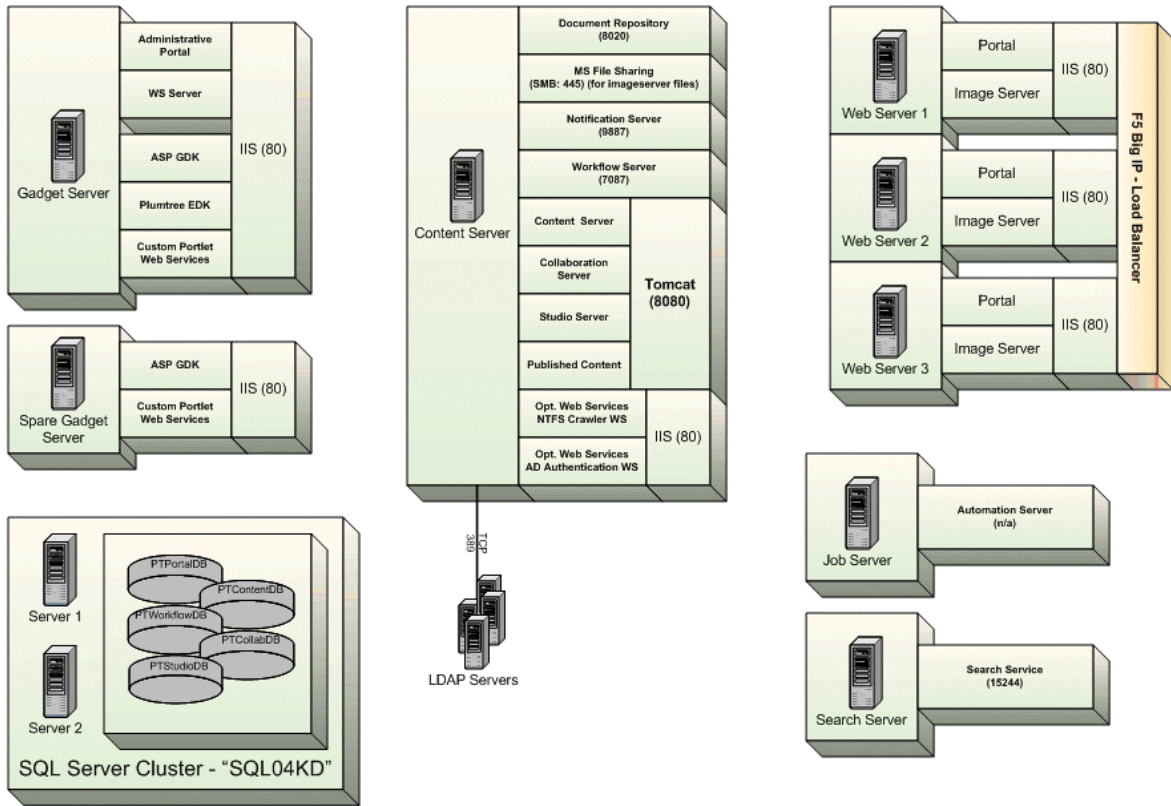
UAT - Portal Architecture - State of Maryland

Development Portal Architecture



Portal Architecture - State of Maryland

Production Portal Architecture



ATTACHMENT I - NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Agreement, made this ___ day of April 2005, to be effective as of _____, 2005, by and between _____ (hereinafter referred to as "Offeror") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a proposal in response to RFP No. F10R5200205 for Enterprise Web Systems. In order for the OFFEROR to submit a proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information regarding the operating environment of the Enterprise Web Systems network, including, by way of example only, information related to the operating environment of networkMaryland™ (the "Confidential Information"). 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 and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in section 3.2 of the RFP, 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 under section 2.3 and Attachment J of the RFP, except in connection with the preparation of its proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of 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 proposed award. If the Offeror does not submit a Proposal, the Offeror shall return the Confidential Information to Bill Bowser (Procurement Officer) Department of Budget and Management 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 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 OFFEROR or any employee or agent of 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. 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 OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of 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: _____

Telephone No: _____

The State of Maryland

Information Technology Non-visual Access Standards

All following standards should be incorporated to the fullest extent possible for Information Technology. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the following standards that have been incorporated into the regulations.

The purpose of the standards is to: (1) Establish definitions, scope, and construction common to the Department of Budget and Management Statewide management of information technology in nonexempt units of the Executive Branch of State government; and (2) Set forth uniform standards for the procurement of non-visually accessible information technologies and the provision of non-visually accessible information technology services.

Comparison to Federal Standards

As noted in the published regulations, there is a corresponding federal standard(s) to the action, but the actions noted herein are not more restrictive or stringent.

17.06.02 Information Technology Non-visual Access Standards

*Authority: State Finance and Procurement Article, §§3-410(d) and 3-413,
Annotated Code of Maryland*

.01 Purpose.

A. The purpose of this chapter is to implement State Finance and Procurement Article, §3-410(d)(5), Annotated Code of Maryland.

B. This chapter sets forth uniform non-visual access standards to be used in the procurement of information technology and the provision of information technology services by or on behalf of agencies.

.02 Scope.

A. This chapter applies to the procurement of information technology and the provision of information technology services by or on behalf of agencies, except if:

(1) The information technology is not available with non-visual access because the essential elements of the information technology are visual and a non-visual equivalent cannot be developed; or

(2) The cost of modifying the information technology for compatibility with software and hardware for non-visual access would increase the price of the procurement by more than 5 percent.

B. This chapter does not apply to information technology that is acquired and used by a contractor:

(1) Incidental to performing under a contract with the State or any agency; and

(2) To the extent that the information technology is not transferred to the State or any agency as part of the contractor's obligations to perform or incorporated into the deliverables provided to the State or any agency under the contract.

C. The information technology products or information technology services a contractor develops, procures, maintains, or uses that are not specified as part of a contract with the State or any agency are not required to comply with this chapter.

D. Except as otherwise required to comply with other law, this chapter may not be construed to require the installation of accessibility-related software or an assistive technology device at a workstation of a State employee who is not an individual with a disability.

E. Except as otherwise required to comply with the requirements of other law, this chapter may not be construed to require agencies:

(1) To provide access to the public to information at a location other than where the electronic and information technology is ordinarily provided to the public; or

(2) To purchase products for access and use by individuals with disabilities at a location other than where the information technology is ordinarily provided to the public.

F. Section E of this regulation may not be construed to relieve any unit of State government of its obligation to provide information or data under any other requirements of the law.

.03 Application.

A. Except as provided by Regulation .02B of this chapter, information technology and information technology services procured, used, maintained, developed, and provided by or on behalf of agencies shall be non-visually accessible in accordance with the standards promulgated in this chapter.

B. Agencies shall procure information technology and information technology services that comply with the provisions in this chapter when such information technology and information technology services are available in the commercial marketplace or developed in response to a State government solicitation.

C. When procuring or using commercially available information technology, an agency may not claim that an information technology product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency shall procure the product that best meets the standards.

D. This chapter may not be construed to prohibit the use of designs or technologies as alternatives to those prescribed in this chapter if they result in substantially equivalent or greater access for people with visual disabilities.

.04 Software Applications and Operating Systems.

Software applications and operating systems shall be considered non-visually accessible if the products meet the requirements of 36 CFR §1194.21, which is incorporated by reference herein.

.05 Web-based Intranet and Internet Information and Applications.

Web-based intranet and internet information and applications shall be considered non-visually accessible if the products meet the requirements of 36 CFR §1194.22, which is incorporated by reference herein.

.06 Telecommunications and Interconnected Network Equipment and Services.

A. Information technology intended for use in telecommunications or other interconnected network services shall be integrated for obtaining, retrieving, and disseminating visual information by non-visual means.

B. Personal digital assistants (PDAs) and mobile phone systems shall be considered non-visually accessible if the products:

(1) Are captioned text-to-speech capable;

(2) Use a distributed speech processing architecture, where the client (device) synthesizes text-to-speech output; and

(3) Provide good quality synthesized speech capable of being understood by the average listener.

C. Technologies using encoding, signal compression, format transformation, or similar techniques shall be considered non-visually accessible if the technologies either:

(1) Do not remove information needed for non-visual access; or

(2) Restore information needed for non-visual access upon delivery to the device.

D. Telecommunications products having mechanically operated controls or keys shall be considered non-visually accessible if:

(1) Controls and keys are tactilely discernible without activating the controls or keys; and

(2) The status of all locking or toggle controls or keys is discernible either through touch or sound in addition to being visually discernible.

.07 Video and Multimedia Products.

A. All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

B. Presentation of audio descriptions may be user-selectable or permanent.

.08 Self-Contained, Closed Products.

A. Self-contained products shall be usable by people with visual disabilities without requiring an end-user to attach assistive technology to the product.

B. If a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with Regulation .06D(1) and (2) of this chapter.

C. If an ocular form of user identification or control is used, an alternative form of identification or activation which does not require the user to possess a particular ocular characteristic shall also be provided.

D. If a product provides auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that allows for private listening using a headset or personal speakers. The product shall provide the ability to interrupt, pause, and restart the audio at any time.

E. When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 decibels. Where the ambient noise level of the environment is above 45 decibels, a volume gain of at least 20 decibels above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.

F. Color-coding may not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

G. If a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.

H. Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 hertz and lower than 55 hertz.

.09 Desktop and Portable Computers.

A. All mechanically operated controls and keys shall comply with Regulation .06D(1) and (2) of this chapter.

B. If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with Regulation .06D(1) and (2) of this chapter.

C. When an ocular form of user identification or control is used, an alternative form of identification or activation, which does not require the user to possess particular ocular characteristics, shall also be provided.

.10 Functional Performance Criteria.

A. At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

B. At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

.11 Information, Documentation, and Support.

A. Product support documentation provided to end-users shall be made available in non-visually accessible alternate formats upon request, at no additional charge.

B. End-users shall have access to a description of the accessibility and compatibility features of products in non-visually accessible alternate formats or alternate methods upon request, at no additional charge.

C. Support services for products shall accommodate the communication needs of end-users with visual disabilities.

.12 Compliance Certification.

Each agency shall certify in the Agency Information Technology Master Plan submission to the Office of Information Technology that information technologies procured and services provided by or on behalf of the unit comply with the requirements in this chapter.

ATTACHMENT K – CONTRACTOR PERFORMANCE EVALUATION

Period ending Date: _____

	Excellent	Very Good	Good	Fair	Poor
Were WOs completed on time	o	o	o	o	o
Were WOs completed on budget	o	o	o	o	o
Have all deliverables been met	o	o	o	o	o
State holder Satisfaction	o	o	o	o	o
Quality of Work	o	o	o	o	o
Responsiveness to TO requests	o	o	o	o	o
Have expectations been met	o	o	o	o	o
Responsiveness of staff to inquiries	o	o	o	o	o
Knowledge of staff	o	o	o	o	o
Professionalism of staff	o	o	o	o	o
Courtesy of staff	o	o	o	o	o
Overall level of service provided	o	o	o	o	o

Comments:
