



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

Enterprise Content Management System RFP

SOLICITATION NO. 060B6400035

Issue Date: July 27, 2016

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

STATE OF MARYLAND
DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)
RFP KEY INFORMATION SUMMARY SHEET

RFP Title:	Enterprise Content Management System RFP
RFP Number:	060B6400035
RFP Issuing Agency:	DoIT 100 Community Place Crownsville, MD 21032
RFP Issue Date:	07/27/2016
Proposals Due Date and Time:	<u>10/05/2016 at 2:00 PM Local Time</u>
Questions Due Date and Time:	08/26/2016 at 12:00 PM
Procurement Officer:	Joy Abrams Phone: (410) 787-7792 Fax: (410) 768-7090 e-mail: jabrams@mdot.state.md.us
Contract Manager:	Susan Lyons Phone: (410) 260-7559 e-mail: susan.lyon@maryland.gov
Send/Deliver Proposals to:	MVA 6601 Ritchie Hwy., NE Room 223 Glen Burnie, MD 21062 Attention: Joy Abrams
Send Questions (e-mail only) to:	e-mail address: jabrams@mdot.state.md.us
Contract Type	Fixed Price and Time and Materials
Contract Duration	Five (5) years base period and one (1) five-year option period
MBE Subcontracting Goal:	MBE goals will be set at the Task Order level
VSBE Subcontracting Goal:	VSBE goals will be set at the Task Order level
Small Business Reserve	No
Pre-Proposal Conference:	Tuesday, August 16, 2016 10:00 AM- 12:00 PM Local Time The Secretary's Office 7201 Corporate Center Drive, Harry Hughes Rooms 1-3 Hanover, MD 21076 See Attachment E for Directions and Response Form

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

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

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

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): _____

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

Bid/proposal Number: **060B6400035** Entitled: Enterprise Content Management System RFP

Your comments will help us improve the procurement process.

Thank You.

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

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1 GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Information Technology (DoIT or “the Department”) is issuing this Request for Proposals (“RFP”) to provide Enterprise Content Management System (“ECMS”) capabilities to State agencies. This capability includes software licenses and support, systems analysis, development, implementation, and support services for agencies needing an ECMS solution. Agencies (each a “Requesting Agency”) will issue Task Orders to obtain ECMS capabilities (as more fully described in Section 3.1.1).
- 1.1.2 The State is aggressively pursuing an enterprise strategy for core capabilities such as content management. Identification and scoping of potential ECMS projects has not yet been determined, except for the Motor Vehicle Administration (MVA)’s intent to obtain an ECMS known as the Document Imaging Workflow System (“DIWS”) 2, which will replace the MVA’s existing Legacy DIWS. Concurrent with the issuance of this RFP, the first Task Order will be issued for MVA’s DIWS 2 project. Scope and requirements for this Task Order are fully described in this RFP. The State is not interested in a custom solution. Potential Offerors are advised that system performance is of great concern to the State. Solutions with a performance threshold near or greater than 2.5 seconds, including network delay, for first page retrieval and presentation will be at the bottom of acceptable technical performance. See Attachment W Task Order 1 (DIWS 2) Appendix 5 section 6.3 Performance for the State’s requirements for DIWS 2 performance.
- 1.1.3 It is the State’s intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State. The anticipated duration of the period of performance under the Contract is as specified in the Key Information Summary Sheet above. See Section 1.4 for more information.
- 1.1.4 The Department intends to make a single award as a result of this RFP.
- 1.1.5 Offerors, either directly or through their Subcontractor(s), must be able to provide all products/services and meet all of the requirements requested in this solicitation and the successful Offeror (also referred to in this RFP as the “Contractor”) shall remain responsible for Contract performance regardless of Subcontractor participation in the work.
- 1.1.6 The Requesting Agencies may specify additional services to be furnished under a Task Order by issuing Work Orders as needed throughout the term of the Contract.

Neither a Task Order nor a Work Order may in any way conflict with or supersede the Contract. In the event of such a conflict, the Contract will control.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations and terms have the meanings indicated in Table 1 Abbreviations and Definitions.

Table 1 Abbreviations and Definitions

Term	Definition
Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
Agency	The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of the Enterprise Content Management System RFP, as specified in Section 3A-302(b) of the State Finance and Procurement Article.
BAFO	Best and final offer
BPW	Board of Public Works
Business Day	Monday through Friday (excluding State holidays)
CJIS	Criminal Justice Information System
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us .
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A.
Contract Manager	The State representative who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
Contractor	The successful Offeror awarded the Contract.
Contractor Personnel	Employees and agents and Subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
Contractor's Point of Contact (Contractor POC)	Person designated at the time of Contract award by the Contractor as the single point of contact with the authority and knowledge to resolve Contract issues.
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data.
DBM	Department of Budget and Management
Deliverable Product Acceptance Form (DPAF).	This form is to be completed upon deliverable acceptance by the State prior to invoicing for the deliverables.
Department of Information Technology (DoIT or the Department)	The unit of the Executive Branch of Maryland State government issuing the RFP
DGS	Department of General Services

Term	Definition
DIWS	Document Imaging Workflow System
DIWS 2	The successor to DIWS
eMaryland Marketplace (eMM)	Maryland's online procurement system
Enterprise License Agreement (ELA)	The terms of service governing access to and use of software services provided pursuant to this Contract.
Fixed Price	Pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment.
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services.
Key Personnel	Contractor Personnel that, should they leave during the performance period, will, in the State's opinion, have a substantial negative impact on the Contractor's performance under the Contract. As provided in Section 1.23, Key Personnel may be identified after Contract award.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
Maryland SDLC	A software development life cycle specific to the State of Maryland. See also SDLC.
MDOT	Maryland Department of Transportation
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation, as defined under COMAR 21.11.03.
Motor Vehicle Administration (MVA)	The Requesting Agency that is the recipient of services under the first Task Order under this Contract
Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the Contract, project, Task Order or Work Order shall begin on a specified date. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work to begin.
Offeror	An entity that submits a proposal in response to this RFP.

Term	Definition
O&M	Operations and Maintenance
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
Point of Contact (POC)	The individual named as the person to coordinate efforts on a particular topic.
Procurement Officer	The State representative who is responsible for the solicitation of the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract.
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal. It will include the BAFO, if one is requested.
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual
Request for Proposals (RFP)	This Request for Proposals for the Department of Information Technology, including any amendments / addenda thereto.
Requesting Agency	Any State executive branch unit under the Contract that has ordered services or whose name appears on an invoice. OR Any State executive branch unit that is identified as the recipient of products and/or services under a Task Order or Work Order.
RFR	Request for Resume
SDAT	Maryland State Department of Assessments and Taxation
SDLC	Software development life cycle. See also Maryland SDLC. See also Attachment W Task Order 1 (DIWS 2) Appendix 1 Section 2.1 Contractor's SDLC Methodology and Appendix 2 Section 4.2.2.

Term	Definition
Security Incident	A violation or imminent threat of violation of computer security policies, security measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t. § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards.
Service Level Metrics	A set or collection of measurements specifying the components of the SLA that must be measured and reported, the frequency that said metrics should be measured, the frequency that said metrics should be reported, the information that must be reported with said metrics.
Software	The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.

Term	Definition
Software as a Service (SaaS)	<p>Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the Contractor’s applications running on a hosted infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>Under SaaS, the Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor.</p>
Software Development Life Cycle (SDLC)	<p>See SDLC.</p> <p>See also Maryland SDLC.</p> <p>See also Attachment W Task Order 1 (DIWS 2) Appendix 4.2.2 Proposed SDLC methodology.</p>
State	The State of Maryland
State Holidays	State holidays can be found at: www.dbm.maryland.gov – keyword: State holidays.
Subcontractor	<p>An agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor.</p> <p>Subcontractors are subject to the same terms and conditions as the Contractor.</p>
System Availability	The period of time the ECMS will work as required including non-operational periods associated with reliability, maintenance, and logistics.

Term	Definition
System Source Materials	<p>Those materials necessary to wholly reproduce and fully operate the most current deployed version of the ECMS including, but not limited to:</p> <ul style="list-style-type: none"> a. The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and/ or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project. b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system. d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation. e. A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software). f. All associated user instructions and/or training materials for business users and technical staff.
Task Order	A document that describes all specifics regarding products and/or services ordered by a Requesting Agency under the Contract
Task Order Manager (TO Manager)	The Agency representative who is responsible for preparing and managing a Task Order on behalf of a Requesting Agency.
Task Order Request for Proposal (TORFP)	A scope of work issued to the Contractor for pricing and response.
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it.

Term	Definition
Time and Material (T&M)	<p>Type of payment to the Contractor specific to performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a Contract, plus the actual cost of any materials provided. The fixed hourly labor category rates, plus the actual cost of materials, and non-routine travel will be the only payment made for this type of Contract.</p> <p>The labor category hourly rates may not exceed the hourly rates specified in the Contract.</p> <p>The Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended by its Contractor Personnel, totally and productively in the performance of the Contract.</p> <p>In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of the Contract.</p>
TO Procurement Officer	The Agency TO Procurement Officer responsible for issuing a Task Order.
Upgrade	<p>A new release of any component of the ECMS containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.</p>
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of a Task Order, which is defined in advance of Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the TO Agreement shall be deemed to include reference to a Work Order.
Working Day(s)	Same as “Business Day”

1.3 Contract Type

The Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.06 with Fixed Price (in accordance with COMAR 21.06.03.02) and Time and Material (in accordance with COMAR 21.06.03.05) components, as described in each respective Task Order and Work Order to be issued under this Contract, as appropriate to the type of services being requested.

1.4 Contract Duration

- 1.4.1 The Contract shall start from the date of full contract execution by the parties (“Effective Date”).
- 1.4.2 As of the NTP Date, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.3 The Contract shall be for five (5) years from Contract Effective Date. The State, at its sole option, may renew the term of the Contract through one (1) additional five year renewal option for a total potential contract length of up to ten (10) years.
- 1.4.4 The Contractor’s obligations to pay invoices to Subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A - Contract) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.
- 1.4.5 In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

1.5 Procurement Officer

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

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

1.6 Contract Manager

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

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

1.7 Pre-proposal Conference

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. (Per Section 1.8)

In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-

Proposal Conference Response Form (Attachment E) to the attention of the Procurement Officer at least five (5) Business Days prior to the Pre-Proposal Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Pre-Proposal Conference date. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMaryland Marketplace (eMM)

- 1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). The RFP, pre-proposal conference summary and attendance sheet, Offeror's questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.
- 1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

1.9 Questions

- 1.9.1 Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). Please identify in the subject line the Solicitation Number and Title.
- 1.9.2 Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email no later than the due date for questions listed in the Key Summary Sheet
- 1.9.3 Only answers that have been answered in writing by the State can be considered final and binding.

1.10 Procurement Method

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

1.11 Proposals Due (Closing) Date and Time

- 1.11.1 Proposals, in the number and form set forth in Section 4.2 "Proposals," must be received by the Procurement Officer listed on the Key Information Summary Sheet, no later than the date and time listed on the Key Information Summary Sheet in order to be considered.
- 1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date and time shall not be considered.
- 1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.

- 1.11.4 Proposals delivered by facsimile shall not be considered.
- 1.11.5 Companies not responding to this solicitation are requested to submit the “Notice to Offerors/Bidders/Contractors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

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

1.14 Public Information Act Notice

- 1.14.1 Offerors should give specific attention to the clear identification of those portions of their Proposals that they deem to be 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 Article, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section 4.2.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 1.14.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

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

1.16 Oral Presentation

- 1.16.1 For all Proposals deemed responsive, oral presentations approximately two hours in length will be performed. This presentation may be in person or online and shall include the following topics:
- a. Approach
 - b. Qualifications
 - c. Scheduling and Staffing
 - d. Content Migration
- 1.16.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal and are binding if the Contract is awarded. The

Procurement Officer will notify Offerors of the time and place of oral presentations.

In the event that more than ten (10) responsive Proposals are received, the Procurement Officer may elect to follow a down select process as more fully described in Section 5.5. Initial oral presentations are anticipated to occur approximately 8-10 weeks after the Proposal due date.

1.17 Duration of Proposal

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

1.18 Revisions to the RFP

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

1.19 Cancellations

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

1.20 Incurred Expenses

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

1.21 Protest/Disputes

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

1.22 Offeror Responsibilities

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

1.23 Contractor Personnel**A. Key Personnel**

For the first Task Order for DIWS 2 as listed in Attachment W Task Order 1 (DIWS 2), the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in Section 3.6 and Attachment V - LABOR CATEGORIES.

1. Project Manager (Project Manager, Senior)
2. Lead Application Architect (Application Architect, Senior)
3. Lead for Software Development (Project Manager, Technical)
4. Lead for Content Migration (Project Manager, Technical)

B. Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements 30 days from the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.

Key Personnel shall perform continuously for the duration of the Contract as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the

Contract without the prior written approval of the Contract Manager.

C. Definitions

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

1. **Extraordinary Personnel Event** – means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
2. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

D. Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in paragraph E of this section.

1. The Contractor shall demonstrate to the Contract Manager’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
 - a. A detailed explanation of the reason(s) for the substitution request;
 - b. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - c. The official resume of the current personnel for comparison purposes; and
 - d. Evidence of any required credentials.
3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

E. Replacement Circumstances

1. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in 1.23.E.2, including transfers and promotions, the Contractor shall submit a substitution request as described in paragraph D to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

- a. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A

termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section E.1.)

- b. Under any of the circumstances set forth in this paragraph E.2, the Contractor shall identify a suitable replacement and provide the same information and items required under paragraph D of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
3. Key Personnel Replacement Due to an Indeterminate Absence
 - a. If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under paragraph D of this section.
 - b. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
 4. Directed Personnel Replacement
 - a. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b.
 - b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
 - c. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
 - d. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
 - e. If the Contract Manager determines to direct substitution under 1.23.E.4.a, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the

Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

F. Substitution Prior to Award and Within 30 Days After Contract Execution

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

G. Key Personnel identified on a Task Order

Additional Key Personnel may be identified in a Task Order.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as Attachment A - Contract. Any exceptions to this RFP or the Contract shall be clearly identified as such in the Executive Summary of the Technical Proposal. **The volume and severity of exceptions to the Contract terms, including the terms of the RFP, will be considered in the evaluation process, and may be grounds for finding an Offeror not reasonably susceptible for award.**

1.25 Bid/Proposal Affidavit

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

1.26 Contract Affidavit

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

1.27 Compliance with Laws/Arrearages

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

1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes

and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for award.

1.28 Verification of Registration and Tax Payment

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

1.29 False Statements

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

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

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:
http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated

August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section R20.14.3 “MBE Prompt Pay Requirements” (see Attachment A – Contract), should an MBE goal apply to this RFP. Additional information is available on GOMA’s website at: <http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx>.

1.32 Electronic Procurements Authorized

- 1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- 1.32.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- 1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section 1.32.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR21.03.05:
1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - a. the solicitation (e.g., the RFP)
 - b. any amendments
 - c. pre-Proposal conference documents
 - d. questions and responses
 - e. communications regarding the solicitation or Proposal to any Offeror or potential Offeror
 - f. notices of award selection or non-selection
 - g. the Procurement Officer’s decision on any solicitation protest or Contract claim
 2. An Offeror or potential Offeror may use e-mail to:
 - a. ask questions regarding the solicitation
 - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer

- c. submit a "No Bid/Proposal Response" to the solicitation
 - d. submit a Proposal;
3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.
- 1.32.5 The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- a. Submission of initial Proposals
 - b. Filing of protests;
 - c. Filing of Contract claims;
 - d. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
 - e. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 1.32.6 Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

1.33 Minority Business Enterprise (MBE) Participation Goal

- 1.33.1 Any MBE goal and any subgoals will be established for each Task Order issued under this Contract. The Offeror is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet overall MBE participation goals.
- 1.33.2 By submitting an Offer for this Contract, the Offeror commits to make a good faith effort to achieve MBE goals and any applicable subgoals set at the Task Order level.
- 1.33.3 The Offeror will be required to complete MBE documentation as instructed in each Task Order. Use the documentation furnished in Attachment W Task Order 1 (DIWS 2) as a guideline for the documentation requirements. Note that the specific forms may vary by Task Order.

1.34 Living Wage Requirements

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann, State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05.

Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- 1.34.4 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- 1.34.5 The Offeror shall identify in the Proposal the location from which services will be provided.
- NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

1.35 Federal Funding Acknowledgement

The Contractor may be required to complete federal funding acknowledgements with a response to a TORFP from a Requesting Agency. A copy of the current forms are included as Attachment H of this RFP. The federal funding acknowledgment, if required, must be provided with the Task Order.

If applicable, the Task Order will include the following information:

- 1.35.1 The total amount of federal funds allocated for the <<name of administration or facility>> is \$<<federal funds amount>> in Maryland State fiscal year <<current fiscal year>>. This represents <<divide federal funds amount by the total of the unit's budget>>% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 1.35.2 The Contract contains federal funds. The source of these federal funds is<<name of federal program for funds source e.g., Medicaid, Ryan White, Title X>>. The CFDA number is: <<insert Catalog of Federal Domestic Assistance number>>. The conditions that apply to all federal funds awarded by the Requesting Agency are contained in Federal Funds Attachment H. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment H and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

1.36 Conflict of Interest Affidavit and Disclosure

- 1.36.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Proposal. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this

Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment I Conflict of Interest Affidavit and Disclosure.

- 1.36.2 Additionally, Contractors have an ongoing obligation to ensure that any necessary Personnel or Subcontractor Personnel have completed such agreements prior to providing services under individual Task Orders and Work Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 1.36.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 1.36.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Personnel and Subcontractors do not have a conflict of interest as defined in COMAR 21.05.08.08A.

1.37 Non-Disclosure Agreement

1.37.1 Non-Disclosure Agreement (Offeror)

Certain system documentation may be available for potential Offerors to review at a reading room at MVA Headquarters in Glen Burnie, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment P. Please contact the Procurement Officer for more information.

1.37.2 Non-Disclosure Agreement (Contractor)

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

1.38 HIPAA - Business Associate Agreement

- 1.38.1 The Contractor may be required to execute a Business Associate Agreement with a response to a TORFP from a Requesting Agency. A copy of the current forms are included as Attachment K of this RFP. The federal funding acknowledgment, if required, must be provided with the Task Order.
- 1.38.2 If applicable, the Task Order will include approximately the following information:

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in Attachment K. This Agreement must be provided within five (5) Business Days of notification of proposed TO award.

1.39 Non-Visual Access

- 1.39.1 By submitting a Proposal, the Offeror warrants that the Information Technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual

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

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

1.40 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of Attachment L with its Proposal.

1.41 Veteran-Owned Small Business Enterprise Goals

- 1.41.1 A VSBE goal will be established for each Task Order issued under this Contract. The Offeror is encouraged to use a diverse group of subcontractors and suppliers to meet overall VSBE participation goals.
- 1.41.2 By submitting an Offeror for this Contract, the Offeror commits to make a good faith effort to achieve VSBE goals set at the Task Order level.
- 1.41.3 The Offeror will be required to complete VSBE documentation as instructed in each Task Order. Use the documentation furnished in Attachment W Task Order 1(DIWS 2) as a guideline for the documentation requirements.
- 1.41.4 In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.
- 1.41.5 In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (Attachment M-1) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

1.42 Location of the Performance of Services Disclosure

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

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Purchasing and Recycling Electronic Products

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

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

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

- (1) shall constitute Contracts between the Contractor and that government, agency or organization;
- (2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- (3) For non-State entities, shall not be binding or enforceable against the State; and
- (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

1.46 Retainage

- 1.46.1 As identified in a TORFP or a Work Order, the State may retain up to 10% of each Fixed Price deliverable to help guarantee complete and acceptable performance of any and all TO Agreement terms.
- 1.46.2 Instructions for release of retainage will be included in each TORFP or Work Order, as appropriate.
- 1.46.3 No retainage will be withheld from software or hardware purchases.

1.47 Performance Bond

- 1.47.1 Offerors may be required to furnish a Performance Bond in support of an individual Task Order. Details of the required Performance Bond will be described in the TORFP.
- 1.47.2 The successful Offeror shall deliver a Performance Bond in support of Attachment W Task Order 1 (DIWS 2) as listed in Attachment W Task Order 1 (DIWS 2) Section 1.12 TO Performance Bond.

1.48 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-2552

1.49 Document Ownership

In the event of Contract award, all data and documentation produced as part of the Contract shall become the exclusive property of DoIT, State of Maryland, and may not be removed by an employee or agent of the Offeror without written permission of DoIT. Technical Proposals received from Offerors in response to the RFP and the corresponding opened Financial Proposals shall become property of DoIT, State of Maryland. Unopened Financial Proposals will be returned to the Offeror.

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2 COMPANY AND PERSONNEL QUALIFICATIONS

This section identifies minimum experience and qualifications that all Offerors must possess as a minimum requirement for responding to this RFP. The State seeks proposals only from Offerors who meet these qualifications. All experience must be within the past seven years, unless otherwise stated. (See Section 4 for additional details on the format of the response and the information to be included.)

2.1 Offeror Minimum Qualifications

2.1.1 Offeror's Integration Experience and Integration References

For each experience area, unless noted otherwise, the experience may **only** be provided by the Offeror. For areas that allow Subcontractor experience, the Subcontractor shall provide a letter indicating its intent to participate on the team as a Subcontractor to the Offeror.

For the purpose of the minimum qualifications, "large scale" is defined as Enterprise Content Management ("ECM") projects meeting all of the following criteria:

- A. Over 200 million documents stored and managed;
- B. Over 150 document types;
- C. Over 20 terabytes of unstructured content;
- D. Over 500 users;
- E. Over 15 locations;
- F. Sub-second average retrieval times (demonstrate by furnishing a report from previous implementations);
- G. Includes the following ECM functionality: convenience scanning, operational scanning and batch scanning, indexing, workflow, and web interfaces;
- H. Captures content from paper scanning, faxes, e-mail and FTP/SFTP; and
- I. Integration with an external system that uses the ECM system to perform over one hundred ECM transactions per minute.

For the purpose of this section, "successfully completed" is defined as projects meeting all of the following criteria:

- A. Demonstrate and confirm that the project was completed on time and within budget, subject to any customer approved change requests.
- B. Demonstrate and confirm that the project was completed with acceptable levels of quality.

2.1.1.1 Integration Experience (Two Required) – Large-scale ECM Projects, Subcontractor experience may be used on one of the examples.

- A. The Offeror must have implemented two (2) large scale ECM technology solutions that meet all criteria of the large scale definition plus have included a migration of at least 200 million documents of which some portion must be images.
- B. At least one project must have been for a public sector customer.
- C. The Offeror must have successfully completed one such project in the past three (3) years and completed both projects within seven (7) years.

To provide the evidence requested in this Section 2.1.1.1 the Offeror shall provide for each project and or customer:

- A. The characteristics of the project (e.g., deployed 25 TB of unstructured data),
- B. The name of the project,
- C. The start and end dates of the project,
- D. The name and address of the customer, and
- E. The name and contact information of a person at the company who is willing and able to act as a reference (include both phone number and e-mail contact).

2.1.2 Offeror's ECM COTS Vendor Experience and References

Offerors must propose ECM COTS software, systems and/or platforms from an ECM COTS vendor with the experience described in this section 2.1.2. The minimum qualifications in this section must be met by the ECM COTS vendor. If the ECM COTS vendor is a Subcontractor, Subcontractor experience may be used to meet this minimum qualification.

2.1.2.1 ECM COTS Vendor Customer Base

- A. Evidence that the latest Upgrade was performed no more than two (2) years prior to the RFP release date.
- B. Evidence that at least 25% of customers are using either the latest version, or the prior version to the latest, of the proposed ECM COTS software.

2.2 Offeror Personnel Minimum Qualifications

Offerors must propose a team which meets the minimum experience levels outlined in this RFP for the positions listed in Section 1.23 (See also submission instructions). Minimum experience levels for each Key Personnel are identified in the labor categories in Attachment U and within Attachment W Task Order 1 (DIWS 2) Section 3.5.1 Labor Categories.

2.3 Offeror Preferred Qualifications

An Offeror may be evaluated higher for the Offeror Qualifications and Capabilities evaluation factor [Section 5.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 4.2.2.8 – 4.4.2.14)] if it has the preferred qualifications listed below.

For the purpose of this section, “successfully completed” is defined as a project meeting the following criteria:

- A. The projects satisfy the large scale criteria described in Section 2.1.1 and the customer base criteria described in Section 2.1.2.
- B. A project reference is willing to state that the project completed on time and within budget, subject to any customer approved change requests (The projects include the name and contact information for a project reference that may be contacted regarding project success).

References used in Section 2.1 may be reused in this section, but this should be clearly indicated.

2.3.1 Integration Preferences

The State prefers integration Offerors that have successfully:

- A. Completed implementing and deploying a full ECM system for a State or provincial motor vehicle agency.

- B. Completed implementing ten ECM projects of any size within the past five (5) years.
- C. Completed implementing and deploying a full ECM system that included 50 TB of content and 400 million images/documents that were migrated from a legacy ECM system that was in production.
- D. Migrated content for ten or more customers.
- E. Migrated content from an ECM system currently in use by a State or provincial motor vehicle agency.
- F. Migrated content from a CACI HighVIEW ECM system to the proposed ECM system.
- G. Worked on ECM systems where at least ten percent of migrated images contained either PII or PHI data.

2.3.2 ECM COTS vendor preferences

The State prefers ECM COTS vendors with:

- A. ECM product(s) that have been used for a State or provincial motor vehicle agency.
- B. ECM products that have been used to manage at least 50 TB of content and at least 400 million images/documents.
- C. Are currently evaluated in the Gartner ECM Magic Quadrant or a comparable industry analyst publication and currently have a favorable evaluation and ranking for the ECM platform being proposed for the MVA DIWS 2.

2.4 Personnel Preferred Qualifications

An Offeror may be evaluated higher for the evaluation factor *Experience and Qualifications of Proposed Contractor Personnel* [Section 5.2.3 Experience and Qualifications of Proposed Contractor Personnel (See RFP § 4.2.2.7)] if the proposed Key Personnel for Attachment W Task Order 1 (DIWS 2) have the preferred qualifications listed below.

2.4.1 Preferred Qualifications for Project Manager

- 1. Lead at least three (3) ECM projects as the program manager or project manager in motor vehicle agencies or similar regulated industries.
- 2. Project manager on at least three (3) projects using the proposed ECM product.
- 3. At least seven (7) years federal or state government project management experience.

2.4.2 Preferred Qualifications for Lead Application Architect

- 1. Led at least three (3) ECM projects as the architect in motor vehicle agencies or similar regulated industries.
- 2. At least seven (7) years' experience as an ECM architect.
- 3. At least five (5) years' experience as architect using the proposed ECM product.
- 4. Architect for at least one (1) project with 6+TB of structured content, 25+TB of unstructured content, and 200+ million images or documents.

2.4.3 Preferred Qualifications for Lead for Software Development

- 1. Project manager on three (3) or more implementation or deployment projects using the proposed ECM product.
- 2. Project manager on one (1) or more implementation or deployment projects using the latest

version, or a version released no more than two (2) years ago, of the proposed ECM product.

3. At least three (3) years' federal or state government IT project management experience involving implementation or deployment.

2.4.4 Preferred Qualifications for Lead for Content Migration

1. Experience migrating PII or PHI content.
2. Experience leading the migration for at least one (1) motor vehicle agency or similar regulated industry.
3. Project manager on three (3) or more migration projects using the proposed ECM product.
4. Project manager on one (1) or more migration projects using the latest version, or a version released no more than two (2) years ago, of the proposed ECM product.
5. Led at least two (2) content migrations in motor vehicles or similar regulated industries.

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3 SCOPE OF WORK

3.1 Background and Purpose

3.1.1 DoIT is issuing this RFP to engage a Contractor to furnish one or more ECMS installations to support the State's enterprise content needs. This includes the MVA DIWS 2 scope of work defined in Attachment W Task Order 1 (DIWS 2) and also includes generally expected future expansion for other Requesting Agencies.

DoIT intends to furnish services under this RFP to other Requesting Agencies via Task Orders and/or Work Orders issued by the State.

3.1.2 Enterprise solutions: The State is migrating to an "enterprise" model for core capabilities, leveraging economies of scale to eliminate the duplication of services and increase the capabilities of Agencies.

3.1.3 DoIT is extremely interested in partnering with a Contractor to leverage the Contractor's expertise and guidance to implement not only individual implementations of the proposed ECMS product, but also helping the State move toward an enterprise strategy where the ECMS is established as a platform that multiple Agencies can access. This ECMS would be established so that it can scale as needed.

3.1.4 Further, the State is embracing the Scaled Agile Framework (SAFe®) and associated agile approaches. As such, an ECMS as an enterprise platform should support multiple concurrent configuration/implementation projects, preferably within the same enterprise instance if desired. Attachment W Task Order 1 (DIWS 2) will be implemented separately from any enterprise implementation.

3.1.5 The awarded Offeror shall be able to perform all requirements as detailed in Section 3 of this RFP. Offeror shall be required to furnish satisfactory evidence as defined in Section 2.1 and 2.2 that it meets or exceeds all minimum qualifications listed in Section 2 of this RFP.

3.1.6 As part of the Proposal for this RFP, Offerors shall propose the Key Personnel as noted in Section 1.23 and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the State. All other planned positions shall be described generally in the Staffing Plan, and must not be used as evidence of fulfilling company or personnel minimum qualifications.

3.2 Agency Background

DoIT will coordinate and manage this Statewide Contract.

3.3 General Requirements

3.3.1 Required Project Policies, Standards, Guidelines and Methodologies

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

- A. The State of Maryland System Development Life Cycle (Maryland SDLC) at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- C. The Project Management Body of Knowledge (PMBOK) at: <http://www.pmi.org/PMBOK-Guide-and-Standards.aspx>;
- D. The Maryland Public Information Act Manual (PIA) published by the OFFICE OF THE MARYLAND ATTORNEY GENERAL at: https://www.oag.state.md.us/Opengov/PIA_manual_printable.pdf.
- E. CMMI® for Development, Version 1.3+; and
- F. ITIL 2011 Edition.

Any exceptions to compliance with any of the above policies, guidelines, and methodologies shall first be approved by the Contract Manager and/or TO Manager.

3.3.2 Certifications

Any IT services personnel provided under this RFP shall maintain any required professional certifications for the duration of the Contract.

3.3.3 Transition-In Requirements

There are no particular Contract Transition-In requirements.

3.3.4 Transition-Out Requirements

There are no particular Contract Transition-Out requirements.

3.3.5 Contractor-supplied Hardware, Software, and Materials

3.3.5.1 By responding to this RFP and accepting a Contract award, an Offeror specifically agrees that for any hardware or software that it proposes for use by the State in response to this RFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

3.3.5.2 The Offeror shall provide the manufacturer's standard warranty for all items furnished under this Contract. Any warranty period for products and services will not commence until acceptance of the products or services by the Department. All defective items must be replaced at no additional cost to the State.

3.3.5.3 Attachment W Task Order 1 (DIWS 2):

- A. The Offeror shall propose software products to implement the proposed solution for Attachment W Task Order 1 (DIWS 2). The Offeror will provide pricing for each component.
- B. While the State anticipates performing some hardware and workstation refreshes during the Contract period of performance, the State does not anticipate a full replacement of any hardware and standard software to be explicitly part of the scope of this DIWS 2 project unless identified as necessary by the Offeror.

C. The State currently expects hardware such as scanners, cameras, barcode readers, workstations, signature pads, and kiosks to be furnished by the State.

3.3.6 Custom Software

3.3.6.1 As described in the sample Contract (Attachment A – Contract), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.

3.3.7 Custom Source Code

3.3.7.1 For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (Attachment A - Contract) and in Section 3.3.8 Source Code Escrow below.

3.3.7.2 The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.

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

3.3.8 Source Code Escrow

3.3.8.1 Source Code Escrow applies to this Contract. The Contractor shall perform source code escrow as described in Section 12 of the Contract (Attachment A - Contract).

3.3.9 Data

3.3.9.1 Data, databases and derived data products created, collected, manipulated, or directly purchased as part of the Contract shall become the property of the State. The Requesting Agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

3.3.10 Travel Reimbursement

3.3.10.1 There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-routine Travel without prior TO Manager approval. An individual Task Order may specify that no travel reimbursement will be furnished.

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

- 3.3.10.3 Non-routine Travel is defined as travel beyond the 50-mile radius of Requesting Agency's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in section 3.3.10.2 of this definition, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the Task Order or Work Order.

3.4 Requirements

- 3.4.1 The ECMS shall be able to be deployed as a stand-alone solution to a Requesting Agency's needs.
- 3.4.2 The ECMS shall be able to be deployed as a platform that:
- 3.4.2.1 Can be scaled up as needed, while maintaining excellent performance. See also requirements in Task Order Process Section 3.10.
 - 3.4.2.2 Can support multiple concurrent systems accessing the ECMS for different needs, including content retrieval, content insertion/update, and workflow execution;
 - 3.4.2.3 Can be augmented/adapted by multiple project teams (Offeror shall describe what market exists for other integrators who may execute projects against this platform); and
 - 3.4.2.4 Can support planned and unplanned surges in usage.
- 3.4.3 The Contractor shall be responsible for providing additional capabilities as needed, including any or all of:
- 3.4.3.1 Concurrent project/implementation activities, to include additional staff and project support (Offerors to describe plans and capabilities in this area, also including this topic in the Staffing Plan);
 - 3.4.3.2 Coordinating concurrent project/implementation activities with 3rd party developers; and
 - 3.4.3.3 Be able to manage reasonable planned and unplanned surges in work, including technical support and training needs.
- 3.4.4 ECMS Technical Support and Problem Tracking
- The Contractor shall provide technical support as defined in a Task Order, but at a minimum shall:
- 3.4.4.1 Offer technical support during State Business Hours on Business Days for identified technical personnel.
 - 3.4.4.2 Record issues reported (both defects and enhancement requests) in a ticketing system, tracking status until completion.
 - 3.4.4.3 For implementation projects, record the project-specific requirements in a tracking system.

3.4.4.4 For all issues, generate statistical reports.

3.4.4.5 For all issues, provide access to authorized personnel to see and update the issue in the tracking system.

3.4.5 Technical Requirements

The scope of this RFP includes the sizing, configuration, implementation and on-going support of the technical infrastructure associated with the ECMS.

It is important for Offerors to note that for Attachment W Task Order 1 (DIWS 2) the State currently anticipates hosting the solution in the MDOT data center. However, the State reserves the right to adopt third party hosting for Attachment W Task Order 1 (DIWS 2) after Contract award. Offerors are requested to propose a technical solution based on an in-house solution, and to fully describe that technical solution at a bill of materials level [see below as well as Attachment W Task Order 1 (DIWS 2) Appendix 5]. However, for pricing purposes, Offerors shall follow the instructions listed below (3.4.5.1.C.4).

For other solutions under additional Task Orders, either SaaS or State-arranged 3rd party hosting is likely. Offerors are encouraged to provide full their full pricing model and capabilities in the Rate Sheet tab of Attachment F.

3.4.5.1 Hardware and Software Infrastructure

- A. As part of the Proposal, the Offeror shall describe the operating environment and proposed infrastructure. The State's evaluation criteria for this section are related to performance, scalability, flexibility and price.
- B. For any hosted services priced in the rate sheet tab of Attachment F, the RFP response must clearly state whether the infrastructure is part of the Offeror's service offering or must be procured separately by the State. Due to the inconsistent use of industry terms such as "hosting" and "software as a service", any use of such terms must be fully-defined within the context of the Offeror's Proposal.
- C. Hardware and Hosting

Note: For the purpose of determining pricing, the State has chosen to use Amazon Web Services (AWS) as a baseline hosting provider for ECMS.

The scope of this RFP includes, for:

- Any solution that is not on –premise,: the sizing, set-up, configuration and management of the cloud environment, and
- For any on-premise solution, the State will unpack the equipment, install equipment up to and including the operating system and initial network configuration. The Contractor is responsible for any remaining set-up and configuration.

The Offeror shall:

1. Describe the hardware environments included in the Proposal including size and number of instances, impact on performance, scalability, security, and disaster recovery.

2. Define when hardware and software procurement for non-production and production systems must occur. The State is interested in incremental provisioning for this project, to the extent practical.
3. Define how its solution can be scaled to meet the State's seasonal computing needs both in terms of number of users and system criticality (e.g., increased system availability or other service levels during specific months).
4. Use on-demand or reserved instances available via Amazon's Web Services offering (<https://aws.amazon.com/>) in order to allow the State to compare the Proposals from various Offerors. Specialized hardware not available from AWS must be listed separately using publically posted retail pricing. Note that the set-up, configuration and support of the technical infrastructure are part of the Offeror's responsibility even if the procurement is performed by the State.

D. Software

1. Offerors must list any software that the State is required to purchase or license. This includes, but is not limited to, server operating systems, end-user clients, tools, system components, data bases, and browser plug-ins. This also includes tools that may be required during the project development but not for on-going support. For each such software, the following information must be provided:
 - i. Name
 - ii. Manufacturer
 - iii. Purpose/Use
 - iv. Version
 - v. Number of licenses (split by user type, if applicable)
 - vi. License type (user, CPU, node, transaction volume, etc.)
 - vii. License term (annual, perpetual)*
 - viii. License restrictions, if any
 - ix. Availability of a maintenance agreement
 - x. One-time and/or recurring charges for licensing and maintenance (for Financial proposal only – **do NOT include in Technical Proposal**)
 - xi. Offeror relationship with manufacturer (Reseller, partner, etc.)
 - xii. Suggested Procurement Strategy (Offeror or State)
2. The Offeror can assume that all users will have a State-standard desktop and/or laptop with Windows 7, Office 2010 (but not Outlook), Chrome, IE11 and network connectivity. Users do not have Administrator rights.
3. Any software required for the production instance of the solution shall include a support agreement (and associated pricing) for the life of the Contract.

4. For the DIWS 2 Task Order: Refer to ATTACHMENT W TASK 1 (DIWS 2) Section 3.2.2 ATTACHMENT W TASK 1 (DIWS 2) Appendix 5, Sections 6.2 Capacity and 6.3 Performance for estimated user and transaction counts.
5. Explain any instance where a non-current version of the software is being recommended (e.g., 'n-1' version).
6. The State will be purchasing licenses or subscriptions 'as needed'. While the Technical Proposal must list the purpose of each type of license, the Price Sheet must reflect the timing of the purchases. For instance, the State would only purchase production licenses shortly before the implementation date.
7. Offerors may propose free/open source software, but the State reserves the right to select a commercial equivalent. For each open source software package, list a commercial equivalent that the State may use. For any open source software recommended, the Offeror shall also identify a suitable non-open source equivalent, the pricing and license model for same, and if appropriate any additional implementation costs for using this equivalent.
8. The State desires software that has robust capabilities for integration with other systems. The Offeror shall describe in its Technical Proposal its application programming interface (APIs) and other capabilities for External System integration.
9. Software Pricing
 - i. The Financial Proposal must include pricing for all software the State is required to purchase or license. This includes client-side software, excluding only Microsoft Windows and Microsoft Office.
 - ii. Pricing must either reflect published list pricing (include link) or include documentation from the manufacturer or reseller that a quoted discount rate will be honored.
 - iii. Offeror may summarize the one time and/or annual charge for licensing and maintenance of software that is included in the solution.
 - iv. Pricing shall reflect an unlimited user license as an option.
 - v. In Attachment F, the State requests pricing for an option for an unlimited server/processor/core license with an additional line describing the cost to the State if limited licenses are obtained originally and a conversion to unlimited occurs after a Requesting Agency has already purchased such limited licenses. Describe in the Technical Proposal the approach for converting to unlimited licenses.
 - vi. The Offeror shall provide a licensing model that provides for pricing based on all licenses purchased across all Task Orders, i.e., volume pricing where the aggregate of all software purchased by the State will determine the pricing for any future license purchases.
 - vii. The State may, at its sole option, mandate the use of the product selected under this Contract, for all new content management systems. Offerors are

invited to provide any incentive available if the State elects to pursue this mandate.

E. Product Roadmap

The Offeror or manufacturer shall include a five-year product roadmap for the major software packages and components included in the technical architecture. The roadmap shall include:

1. Product vision and strategy
2. Release strategy
3. Support commitments and sunset dates

3.5 Security Requirements

- 3.5.1 Additional security requirements may be established in a Task Order and/or a Work Order.
- 3.5.2 The Contractor shall perform the requirements in this section and shall cause its Subcontractors to also perform these requirements, as appropriate. The Contractor shall include the provisions of this section in every applicable subcontract so that such provisions will be binding upon such relevant subcontractor.
- 3.5.3 Information Technology
- 3.5.3.1 The Contractor agrees that it and Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information ECMSs and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- 3.5.4 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- 3.5.5 Contractor Personnel
- 3.5.5.1 Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.
- 3.5.5.2 At all times at any facility, the Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.
- 3.5.5.3 Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, at its sole discretion that said Contractor Personnel has not adhered to the Security requirements specified herein.
- 3.5.5.4 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.5.6 Security Clearance / Criminal Background Check

- A. A criminal background check shall be completed for any Contractor Personnel providing any services under the Contract.
 - i. Prior to commencement of work, Contractor shall, for Contractor Personnel to be assigned to perform work under the resulting Contract, obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel. This check may be performed by a public or private entity. The Contractor shall be required to submit background check certification to DoIT from recognized Law Enforcement Agencies, including the FBI. Contractor shall be responsible for ensuring that Contractor and Subcontractor Personnel background check certifications are renewed annually, and at the sole expense to the Contractor.
 - ii. DoIT reserves the right to reject any Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that the State determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in the Contract.
 - iii. The State reserves the right to perform additional background checks on Contractor Personnel.
 - iv. NOTE: The Awarded Contractor shall submit a Criminal Background Check Affidavit (Attachment V) prior to the commencement of work; attesting that a CJIS background has been conducted on all resources selected to work on this RFP.
 - v. Any additional background checks required for a particular Task Order will be identified in the Task Order and may be priced separately.
- B. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check, described in item A above, for each Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- C. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Manager. The Contract Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. A particular on-site location covered by this Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.5.7 On-site Security Requirement(s)

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

- A. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
- B. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor 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 Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.

3.5.7.2 Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the State may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the State.

3.5.7.3 Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.5.8 Data Protection and Controls

3.5.8.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.5.8.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.

3.5.8.2 To ensure appropriate data protection safeguards are in place, at minimum, the Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Contractor may augment this list with additional controls):

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the applicable data protection and control requirements listed in this Section 3.5.8.2.
2. For a SaaS or Contractor hosted solution, apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides, Security Technical Implementation Guides (STIG), or similar industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best

practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.

3. For a SaaS or Contractor hosted solution, ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect Sensitive Data at all times, including but not limited to when at rest and also when archived for backup purposes. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
5. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
6. For a SaaS or Contractor hosted solution, retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The State shall have the right to inspect these policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
7. For a SaaS or Contractor hosted solution, and initial on premise implementation, The Contractor shall:
 - i. Ensure system and network environments are separated by properly configured and updated firewalls.
 - ii. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
 - iii. By default "deny all" and only allow access by exception.
 - iv. Review at regular intervals (no less than yearly) the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
8. For a SaaS or Contractor hosted solution, perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software

misconfigurations; and to validate compliance with or deviations from the security policy applicable to this Contract, as identified in 1.1.8.2 item 2. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

9. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
For a SaaS or Contractor hosted solution implement a two-factor authentication method.
10. Ensure Sensitive Data is not processed, transferred, or stored outside of the United States.
11. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
12. For a SaaS or Contractor hosted solution, ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
13. For a SaaS or Contractor hosted solution conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

3.5.8.3 Access to Security Logs and Reports

For a SaaS or Contractor hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.

3.6 Labor Categories and Qualifications

3.6.1 Labor Categories

To be responsive to this RFP, Offerors must meet the minimum qualifications for the four positions listed in Section 1.23 and further described in Attachment W Task Order 1 (DIWS 2) 3.5 Labor Categories and Qualifications.

Offerors shall submit a Price Sheet (Attachment F-1) that provides labor rates for all labor categories listed in Attachment U for all Contract years (initial term and any option periods) with their Proposals. Actual resumes shall be provided only for Key Personnel described in Section 1.23. Resumes for resources provided later shall be coordinated by each TO Manager.

Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).

Education and experience described constitute the minimum qualifications for candidates proposed in response to a Task Order. All experience required must have occurred within the most recent ten (10) years.

3.6.2 Contractor Personnel Experience (including Key Personnel submitted)

3.6.2.1 Substitution of Education for Experience.

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

3.6.2.2 Substitution of Experience for Education.

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

3.6.2.3 Substitution of Professional Certificates for Experience:

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

3.7 Performance and Personnel

3.7.1 Work Hours

- A. Business Hours Support: The Contractor's collective assigned Personnel shall support State business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and any unexpected State offices closings.
- B. Additional Work Hour needs, such as alternate business hours or days for support, may be defined in a Task Order.
- C. Non-Business Hours Support: After hours support, including evenings, overnight, and weekends, may be necessary to respond to IT Security emergency situations as well as in the performance of planned activities. Hours performing activities would be billed on actual time worked at the rates proposed.

- D. State-Mandated Service Reduction Days: On-site Contractor Personnel shall be required to participate in any State-mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor will be notified in writing by the Contract Manager of these details.

3.8 Problem Escalation Procedure

- 3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes. Offerors shall provide with their Proposals a sample PEP from previous projects with similar scope. The sample PEP should be placed under Sample Work Products (Submit Under TAB O).
- 3.8.2 The Contractor shall provide contact information to the Contract Manager and any TO Manager, as well as to other State personnel, as directed should the Contract Manager not be available.
- 3.8.3 The Contractor must provide a final PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
 - B. The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
 - C. Circumstances in which the escalation will occur in less than the normal timeframe;
 - D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Manager and TO Manager of any changes to the PEP.
- 3.8.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.9 Service Level Agreement (SLA)

Offerors shall assume that at least one implementation of the ECMS (for DIWS 2) will be at a project level and should refer to the SLA structure in Attachment W Task Order 1 (DIWS 2) Section 3.8 Service Level Agreement (SLA).

3.9.1 Service Level Agreement Liquidated Damages

Time is of the essence in the performance of the Contract and any Task Order and it is important that the work be vigorously pursued until complete. For work that is not completed within the time(s) specified in the performance measurements below, the Offeror shall be liable for liquidated damages in the amount(s) provided for in this Contract.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the Offeror, but as liquidated damages to compensate the State for the Offeror's failure to timely complete work, including Work Orders.

A "Problem" is defined as any situation or issue reported via a Tier 2 help desk ticket that is related to the System operation that is not an enhancement request. See Attachment W Task Order 1 (DIWS 2) Appendix 3 regarding set-up of the help desk.

"Severity" and "Priority" are used interchangeably to classify the impact of a Problem. Section 3.9.7 defines the default Emergency, High, Normal and Low priority (i.e. Severity 1, 2, 3, & 4), and may be defined in a Task Order.

"Problem response time" is defined as the period of time it takes to acknowledge the ticket in a non-automated way.

"Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is properly resolved.

"System Performance" refers to a basket of transactions that will be used to define the performance of the system over time. This basket will consist of a handful of typical transactions that can be measured.

"Critical patch" refers to a software, firmware, or driver update that is required to prevent or correct significant system degradation, to prevent unauthorized access to the system, or to prevent data corruption, exploitation, or disclosure to an unauthorized source. For example, a critical patch would be a security patch that is an update applied to correct a weakness described by a vulnerability. Applying a critical patch would prevent, remove, or mitigate a threat's capability to exploit a specific vulnerability.

For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly services furnished during that month as set forth in Attachment F, Price Sheet.

3.9.2 SLA Effective Date (SLA Activation Date)

SLAs set forth in this section 3.9 or in an individual Task Order, unless otherwise defined within a Task Order, shall be in effect beginning on the SLA Activation Date, which is 60 calendar days after the commencement of monthly services following the completion of the first release into production. The Offeror shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

3.9.3 Service Level Reporting

The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. The Contractor shall provide a monthly summary report for SLA performance via e-mail to the TO Manager no later than five (5) business days after the end of each month.

The State will monitor and review Contractor performance standards on a monthly basis, based on

Contractor-provided reports. If any of the performance measurements are not met during the monthly reporting period, the State will notify the Contractor of the standard that is not in compliance.

The Offeror shall recommend service level performance parameters associated with its service(s), mapped to the type of delivery mechanism for each service (e.g., IaaS, SaaS, on-premise), should the performance parameters vary by delivery mechanism.

3.9.4 Credit for failure to meet SLA

Contractor's failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting the entire System, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges. The State shall have the right to unilaterally change the distribution of the SLA Credit percentages once per Contract Year.

If a minimum SLA Credit is specified in a Task Order, the credit will be the greater of the Allocated SLA Credit and the minimum SLA Credit.

Example: If the Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000. If the item has not been corrected in the next month the net Monthly Charge would be \$92,000.

Note: The State will not allow the Contractor to "earn back" credits that were assessed in previous months due to failure to meet the Service Level Agreement.

3.9.5 Service Level Measurements Table (Response Time, Resolution Time and Availability)

The State will evaluate the Offerors on the quality and measurements of the proposed operational service levels. The most significant measures to the State are:

- a. Uptime, as defined by the percentage of actual System Availability over the planned availability, per month. This can also be expressed as 'minutes of unplanned downtime' as they are mathematically equivalent.
- b. Planned Downtime – the amount of planned downtime per month, in hours. The State expects that monthly maintenance of the system and infrastructure will be required. However, during busy periods much of the office staff works on nights and weekends and a shorter planned downtime will be rated higher.
- c. Application performance as evaluated by a basket of frequently executed transactions (see 3.9.66)

Additional measures requested by the State are:

- Problem Response Time for Critical, High, Medium and Low severity problems
- Problem Resolution Time for Critical, High, Medium and Low severity problems

The State will also be looking for the Offeror's commitment to the stated Service levels in the form of SLA Credits (see Section 3.9.4).

As part of the Proposal the Offeror is expected to list its service level measures in the table below for SaaS, if SaaS services are offered (replace the two sample lines), and distribute 18 percentage points in

the 'SLA Credit' column. For Attachment W, Task Order 1 (DIWS 2), create a similar service level measure table following instructions in Attachment W, Task Order 1 (DIWS 2) Section 3.8.

The Offeror shall provide in its Technical Response and as an option in the price sheet any tiered service level offerings and their associated measures and reporting.

No.	Service Requirement	Measurement	Metric	SLA Credit
1	Problem Resolution Time - Normal	Resolution Time for Normal Priority help desk tickets Problems	<7 days	2%
2	Planned Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours.	a single monthly instance not to exceed 12 hours	4%
...				

3.9.6 System Performance

The State is sensitive to system performance, and its impact on user efficiency and perception. As a result, System Performance measures will be established and measured on a periodic basis as a means to maintaining a high level of system performance and user satisfaction.

3.9.6.1 Sample System Performance Measures

The following is a sample listing of items that could be included in a 'basket' of transactions that will be measured on a periodic basis. The Offeror is requested to propose a list of 5-7 transactions that it feels will best represent the functional performance of its solution as a SaaS, should SaaS be offered. Additionally, for Task Order 1, DIWS 2, propose system performance measures following instructions in Attachment W, Task Order 1 (DIWS 2) Section 3.8.

- a. Initial Log-In
- b. Time to retrieve and present initial page
- c. Time to save one image to the repository

3.9.7 Problem Response Definitions

Service priority impact and users affected are defined as follows unless defined in a Task Order.

- A. The Contractor shall propose Problem Response Time and Resolution metrics.
- B. The Contractor shall provide a monthly report that includes a detailed analysis of response times and resolution times, grouped by Task Order.

Service Priority	Impact to Work	Users Affected
Severity 1 (Critical)	Major portions of the system are unavailable. System/service availability is impaired. Systems or users are unable to work.	System functionalities are impaired or inaccessible.
Severity 2 (High)	Major portions of the system are unavailable. Systems or users are unable to perform major portions of their job. May impact service/service availability.	Affects the majority of users; affects high profile users (i.e. executive management)
Severity 3 (Normal)	Specific non-critical features are not operating as specified in the requirements Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Severity 4 (Low)	Lower priority features that can be done manually are not operating as specified in the requirements Often a request for service with ample lead time.	Affects a number of users

If the impact of issue or Problem changes over time, for example due to a partial correction or notification or an acceptable work-around, the item may be downgraded to a lower priority level. While this downgrade will influence the service level requirement of a full correction, Section 3.9.8 (Root Cause Analysis) still applies at the original severity level.

3.9.8 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once in any 3-month period, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each ‘Emergency’ or ‘High’ priority issue the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

3.9.9 Service Hours

The system is expected to be available at all times, with the exception of planned outages. Unless specified otherwise in a Task Order Normal business hours apply to the help desk for most of the year. However, the State requires the flexibility to move to extended business hours during the busy portions of the year.

3.10 Deliverables

The implementation payment structure will be defined in a TORFP, which may include a deliverable-based structure, or may be structured in line with an agile approach such as SAFe.

When the payment structure is deliverable-based, the following requirements are applicable:

- 3.10.1 The Contractor will be paid for completed deliverables. All deliverables must have deliverable acceptance criteria developed jointly by the State and the Contractor.
 - 3.10.1.1 All software Deliverables shall not be accepted until the Contractor has transferred licenses to the State's name.
- 3.10.2 The Contractor will be paid upon demonstrating that acceptance criteria have been met and approval from the State has been granted.
- 3.10.3 Deliverable Submission
 - 3.10.3.1 Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2010 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
 - 3.10.3.2 A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor begins work on a deliverable.
 - 3.10.3.3 For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.9.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.9.3. Unless otherwise agreed upon, the State will have 10 days to review each deliverable if there are no other deliverables needing review by the same resources.
- 3.10.4 Deliverable Acceptance
 - A. The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State for review. The Contractor shall work with the State to develop agreed upon acceptance criteria before commencing work on each deliverable. Acceptance criteria will be drawn from the Task Order, the Contractor's Proposal, project standards, and other sources.
 1. The acceptance criteria shall be approved by the State before the Contractor begins work on any deliverable.
 2. Deliverable acceptance criteria shall be prepared with sufficient lead time to allow for State review and approval prior to work beginning on the actual deliverable. Work performed by a Contractor prior to approval of the relevant deliverable requirements shall be at the Contractor's risk.
 3. If more than one (1) instance of a deliverable shall be delivered to the State, acceptance criteria shall be created and approved by the State for the first instance of the deliverable.
 4. In addition to the specific acceptance criteria for each deliverable, the Contractor shall ensure that all deliverables are:

- a. Developed in compliance with the State's requirements,
 - b. Completed within the timelines outlined in the approved project schedule,
 - c. Consistent with industry best practices in terms of deliverable completeness, clarity, and quality,
 - d. Free of typographical, errors, grammatical errors, spelling errors and formatting errors, and
 - e. Consistent with the approved SDLC and any process/guideline documents the Contractor has developed to support quality and consistency of its deliverables and work products.
- B. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment R). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.13. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

3.11 Task Order Process

- 3.11.1 Additional services will be provided via a Task Order process. A Task Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Task Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.
- 3.11.2 The TO Manager shall e-mail a TORFP to the Contractor to provide services or resources that are within the scope of this RFP. The TORFP will include:
- A. Technical requirements and description of the service or resources needed;
 - B. Performance objectives and/or deliverables, as applicable;
 - C. Due date and time for submitting a response to the request;
 - D. Required place(s) where work must be performed;
 - E. Any MBE goals and subgoals;
 - F. Any VSBE goals;
 - G. Any retainage and invoicing instructions for retainage release;
 - H. Federal funding requirements; and
 - I. Performance Bond requirements.

- 3.11.3 The Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- A. A response that details the Contractor's understanding of the work;
 - B. A price to complete the TORFP;
 - C. A description of proposed resources required to perform the requested tasks, with Contract labor categories listed in accordance with Attachment F;
 - D. An explanation of how tasks shall be completed, including proposed subcontractors and related tasks;
 - E. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - F. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- 3.11.4 For a T&M Task Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Task Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- 3.11.5 The TO Manager may contact the Contractor to obtain additional information, clarification or revision to the Task Order, and will provide the Task Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Task Order execution by the State.
- 3.11.6 Proposed Contractor's Personnel on any type of Task Order shall be approved by the TO Manager. The Contractor shall furnish resumes of proposed Contractor's Personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
- 3.11.7 Performance of services under a Task Order shall commence consistent with an NTP issued by the TO Manager for such Task Order.
- 3.11.8 Response time and ECMS Scalability
- A. For all Task Order proposals, the Contractor shall describe the hardware and/or configuration necessary to achieve defined levels of performance.
 - B. If no performance requirements are specified, the Contractor shall identify the performance standard that will be met after implementation.

3.12 Work Order Process

- 3.12.1 Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.

- 3.12.2 The TO Manager shall e-mail a Work Order Request (See Attachment S) to the Contractor to provide services or resources that are within the scope of an individual Task Order. The Work Order Request will include:
- A. Technical requirements and description of the service or resources needed;
 - B. Performance objectives and/or deliverables, as applicable;
 - C. Due date and time for submitting a response to the request; and
 - D. Required place(s) where work must be performed.
- 3.12.3 The Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- A. A response that details the Contractor's understanding of the work;
 - B. A price to complete the work using the format provided in Attachment S;
 - C. A description of proposed resources required to perform the requested tasks, with Contract labor categories listed in accordance with Attachment F;
 - D. An explanation of how tasks shall be completed, including proposed subcontractors and related tasks;
 - E. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - F. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- 3.12.4 For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- 3.12.5 The TO Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the Contract and TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- 3.12.6 Proposed Contractor's Personnel on any type of Work Order shall be approved by the TO Manager. The Contractor shall furnish resumes of proposed Contractor's Personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
- 3.12.7 Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.13 Insurance Requirements

- 3.13.1 Additional insurance requirements may be identified on a TORFP.
- 3.13.2 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to business in this State.

- 3.13.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.13 “Insurance Requirements,” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Contract Manager.
- 3.13.4 The following type(s) of insurance and minimum amount(s) of coverage are required:
- 3.13.4.1 General Liability - The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - 3.13.4.2 Errors and Omissions/Professional Liability - The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
 - 3.13.4.3 Employee Theft Insurance - The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
 - 3.13.4.4 Cyber Security / Data Breach Insurance – For a SaaS or Contractor hosted solution with Sensitive Data, the Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State’s claimants and/or employers is processed or stored.
 - 3.13.4.5 Worker’s Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.
 - 3.13.4.6 Automobile and/or Commercial Truck Insurance - The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.13.5 State Inclusion on Insurance

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

3.13.6 Subcontractor Insurance

The Contractor shall require that any subcontractors providing products/services under this

Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

3.14 Invoicing

- 3.14.1 The Contractor shall follow invoicing instructions as specified in a TORFP.
- 3.14.2 Generally, the following requirements are applicable:
1. All invoices shall be submitted by the Contractor within 30 days of delivery of products/services.
 2. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
 3. The Contractor shall e-mail the original of each invoice and signed DPAF or authorization to invoice to the Requesting Agency at the e-mail address listed in the TORFP with a copy to the Contract Manager.
 4. A proper invoice shall include, at a minimum, the following information:
 - a. Name and address of the Requesting Agency being billed
 - b. Contractor name
 - c. Products(s) and/or service(s) listed separately including the deliverable number (e.g. 3.8.4.1) and amount for each individual line item, unit price applied (i.e., 5 – ABC Hardware @ \$2,000 Total \$10,000.00, 2 - CD Training @ \$100.00 Total \$200.00, Installation one-time cost \$300.00)
 - d. Supporting Documentation
 - e. Any adjustments made to invoice
 - f. E-mail address/phone number of Contractor's POC
 - g. Remittance address
 - h. Federal taxpayer identification or (if owned by an individual) Contractor's social security number
 - i. Invoice period of performance, invoice date, invoice number and total amount due; and
 - j. Contract Number, Purchase Order number being billed
 5. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
 6. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.
 7. Deliverable invoices shall be accompanied by signed notice(s) of acceptance for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF (Attachment R) is not submitted.
 8. Payment for fixed price work will only be made upon completion and acceptance of the

deliverables as defined in the Task Order.

9. Invoice Reductions: The Contractor's invoice may be subject to retainage on Fixed Price deliverables as described in Section 1.46.

3.14.3 Time and Materials Invoicing

3.14.3.1 Time Sheet Submission and Acceptance

Within three (3) Business Days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract.

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

- A. Title: as defined in a Task Order or Work Order
- B. Issuing company name, address, and telephone number
- C. For each employee /resource:
 1. Employee / resource name
 2. For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - a) Tasks completed that week and the associated deliverable names and ID#s
 - b) Number of hours worked each day
 - c) Total number of hours worked that Period
 - d) Period variance above or below 40 hours
 - e) Annual number of hours planned under the Contract
 - f) Annual number of hours worked to date
 - g) Balance of hours remaining
 - h) Annual variance to date (Sum of periodic variances)
- D. Signature and date lines for the State
- E. Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

- A. The amount invoiced is inconsistent with the Contract.
- B. The proper invoice has not been received by the party or office specified in the Contract.
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Contract
- G. If the Contract provides for progress payments, the proper invoice for the progress payment

has not been submitted pursuant to the schedule.

- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.15 SOC 2 Type II Audit Report

This section applies to the Contractor and any relevant subcontractor who provides services for Requesting Agency's identified critical functions, Handles Sensitive Data, and/or hosts any related implemented system for the State under the Contract. For purposes of this section, "relevant subcontractor" includes any Subcontractor that assists the Contractor in the critical functions of the Contract, Handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, Handling Sensitive Data, and/or assisting with any related implemented system.

3.15.1 The Contractor shall have an annual audit performed by an independent audit firm of the Contractor's choosing, of the Contractor's and any relevant Subcontractors' Handling of Sensitive Data and the Requesting Agency's critical functions, which will be identified in a TORFP and shall address all areas relating to information technology security and operational processes. The services provided by the Contractor and any relevant subcontractors that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

- 3.15.1.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Report"). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the Contract Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the Contract Manager by September 1 for the preceding calendar year.
- 3.15.1.2 The SOC 2 Report shall report on the description of the Contractor and relevant subcontractors' system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the Contract, specifically the security requirements identified in Section 3.4 and those that may be identified in a particular Task Order.

- 3.15.1.3 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the Contractor's and relevant subcontractors' environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Work Orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the Contractor and relevant subcontractors. The Contractor and relevant subcontractors shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 3.15.1.4 The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.
- 3.15.1.5 All SOC 2 Reports, including those of the Contractor and relevant subcontractors, shall be performed at no additional expense to the Department.
- 3.15.1.6 The Contractor and relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the Contract Manager upon completion of each annual SOC 2 Report engagement.
- 3.15.1.7 The Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each annual final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and relevant subcontractors along with the date(s) when each remedial action is to be implemented.
- 3.15.1.8 If the Contractor and relevant subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor and relevant subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.
- 3.15.1.9 If the Contractor and/or relevant subcontractors fail during the Contract term to obtain an annual SOC 2 Report by the date specified in 3.14.2.1, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the Contractor and relevant subcontractors. The independent audit firm must be permitted access to the Contractor's facilities, and those of any relevant subcontractor, for purposes of conducting this audit engagement(s), and must be provided the support and cooperation that is required to perform the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

3.15.2 The Contractor shall include the provisions of this section in every applicable subcontract so that such provisions will be binding upon such relevant subcontractor.

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4 PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

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

4.2 Volume I – Technical Proposal

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

4.2.1 Format of Technical Proposal

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

4.2.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed in Table 2 TAB Descriptions:

Table 2 TAB Descriptions

TAB	TITLE	DESCRIPTION
A	Title Page and Table of Contents	Include a Table of Contents for the entire proposal. As necessary, each tab should also include a Table of Contents. See 4.2.2.1
A	Claim of Confidentiality	Include this information as needed. See 4.2.2.2
B	Transmittal Letter	Include all required information. See 4.2.2.3
C	Executive Summary	Provide a summary of entire proposal. See 4.2.2.4
D	Minimum Qualifications Documentation	Identify the appropriate project references provided in Tab H and describe how they meet the Offeror Minimum Qualifications (RFP Section 2). See 4.2.2.5
E	Offeror Technical Response to RFP Requirements and Proposed Work Plan	Respond to each of the Response Requirements Tables in this section. There is one for each of the thirteen (13) appendices. Each response

TAB	TITLE	DESCRIPTION
		<p>matrix also appears at the end of the related appendix document.</p> <p>The response to each Requirements Matrix should be clearly identified as a new section and start on a new page.</p> <p>A. Contractor Responsibilities & Duties: Project Execution</p> <p>B. Contractor Responsibilities & Duties: Project Management</p> <p>C. Contractor Responsibilities & Duties: ECMS Support</p> <p>D. Contractor Responsibilities & Duties: Training</p> <p>E. Toolbox Requirements</p> <p>F. Functional Requirements: Accounts Payable</p> <p>G. Functional Requirements: Human Resources</p> <p>H. Functional Requirements: Procurement</p> <p>I. Documentation Requirements</p> <p>J. External System Integration</p> <p>K. Technical Requirements</p> <p>L. Data Migration</p> <p>See 4.2.2.6</p>
F	Experience and Qualifications of Proposed Contractor's Personnel	Describe the proposed team and include resumes for Contractor's Key Personnel. Complete the staffing matrix, skill matrices, and provide all requested information. See 4.2.2.7
G	Offeror Qualifications and Capabilities	Provide the required background information about the Offeror's company. See 4.2.2.8
H	References	Provide references for work completed of similar size and scope. See 4.2.2.9
I	List of Current or Prior State Contracts	Provide information related to other Maryland contracts. See 4.2.2.10
J	Financial Capability	Provide the requested information demonstrating financial capability to execute the project. See 4.2.2.11

TAB	TITLE	DESCRIPTION
K	Certificate of Insurance	Provide the requested insurance coverage information. See 4.2.2.12
L	Subcontractors	Provide the requested information for all subcontractors that will work on the contract if the Offeror receives an award. Include the requested information (similar to Tab G) for major Subcontractors. See 4.2.2.13
M	Legal Action Summary	Provide the requested information. See 4.2.2.14
N	Economic Benefit Factors	Describe the benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. See 4.2.2.15
O	Sample Work Products	Provide work product samples as requested in TAB E. See 4.2.2.16
P	Additional Required Technical Submissions	Complete and provide the required Attachments. See 4.2.2.17
Q	Additional Required Submissions	Complete and provide the required Attachments. See 4.2.2.18.

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

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

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

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

4.2.2.3 Transmittal Letter (Submit under TAB B)

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

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

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

4.2.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide products/services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

The Offeror shall document all assumptions and exceptions. If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

4.2.2.5 Minimum Qualifications Documentation (Submit under TAB D)

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

In this section the Offeror will identify the projects which are used to meet the Offeror Minimum Qualifications (Section 2.1). In this section the Offeror will list the required projects and describe how they meet the required qualifications. Full project descriptions and reference information should be placed in TAB H References.

If qualifications are provided by a Subcontractor to meet the minimum requirements of this RFP then the Subcontractor is considered a major Subcontractor and the information for TAB G and TAB H must be provided for the Contractor and also the Subcontractor.

Offeror Minimum Qualifications are defined in Section 2.1.

4.2.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- A. The Offeror shall respond to each requirement in the RFP to discuss the Offeror's capabilities with respect to scaling and furnishing an enterprise platform.
- B. Additionally, the Offeror shall respond to each Attachment W Task Order 1 (DIWS 2) requirement and its Appendices 1 through 12, as guided by the Response Requirements Table at the end of each appendix. Within TAB E, each appendix should be addressed as a separate section. Each section shall address the topics as defined in the Response Requirements Table and each topic should be identified with a heading.

The Proposal will be evaluated in its entirety. If at any point Offeror believes that the RFP asks for the same information in multiple places, Offeror should use its judgment to organize and partition the requested information as it best sees fit while minimizing duplication. The Offeror shall include cross references of similar information.

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

Staffing and Key Personnel resumes are a key indicator of the Offeror's understanding of the skill sets required to successfully carry out the requirements of this RFP.

- A. **Staffing Approach** – The Offeror shall describe its team and approach to staffing the Contract, specifically for Attachment W Task Order 1 (DIWS 2) but also for addressing planned/unplanned surges in work. Explain how the Offeror will handle multiple concurrent Task Orders.
- B. **Project Organization Chart** – The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. The chart should include the labor category and title of each individual and should address the Key Personnel that the State has identified. Subcontractors should be identified on the Org Chart.
- C. **Staffing Levels** – The Offeror shall identify the number and types of Contractor's Personnel proposed to be utilized under the Contract, labeling specifically those Contractor Personnel that will be assigned to Attachment W Task Order 1 (DIWS 2).
- D. **Staffing Matrix** – A completed Staffing Matrix shall be completed for the DIWS 2 project describing the number of Contractor's Personnel who will be assigned to the DIWS 2 project, and the percentage of time each of them will be dedicated throughout the project lifecycle.
- E. **Staff Experience** – The Offeror shall describe in detail how the proposed Key Personnel's experience and qualifications relate to their specific responsibilities, including any Contractor's Personnel of proposed Subcontractor(s), as detailed in the Work Plan.
- F. **Resumes** – The Offeror shall include individual resumes for the Contractor's Key Personnel, including Contractor's Key Personnel for any proposed Subcontractor(s), who are to be assigned to the DIWS 2 project if the Offeror is awarded the Contract and corresponding Task Order. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Each Resume should be limited to 3 pages and follow the format in Attachment Q.

- i. **Key Personnel – Resumes shall be provided for the Key Personnel positions listed in Section 1.23, which will all be assigned to Attachment W Task Order 1 (DIWS 2)**

The Offeror shall provide one (1) resume for each of the Key Personnel. The Project Manager may only be from the Offeror; Subcontractor resumes may be provided for other Key Personnel. Resumes should identify if the proposed Personnel is an employee of the Offeror or a Subcontractor.

- ii. **Skills Matrix** – A completed Skills Matrix must be completed for each of the Key Personnel. Offerors should create each skills matrix using Attachment U and

Table 7 from Attachment W Task Order 1 (DIWS 2).

- iii. **Letters of Intent** – Letters of intended commitment to work on the project, including letters from any proposed Subcontractor(s), shall be included in this section.
- iv. **Offerors are instructed to be aware of restrictions on substitution of Key Personnel prior to and 30 days after RFP award (see Section 1.23.E Substitution Prior to Award).**
- v. **Required Reviews and Consent** – The Offeror must confirm that all proposed Contractor’s Key Personnel will be available for interviews by the State.

4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services (specific project description should be included in TAB H). The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- A. Date the company was established and ownership model;
- B. General information, brief history and background about the Offeror's company;
- C. The location of the Offeror's office that will be responsible for managing the Contract. The Offeror should include the telephone number, email, and name of the individual to contact;
- D. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- E. Office locations and approximate number of employees at each location including number of work locations and staff in each state (currently, and any changes anticipated if awarded this Contract);
- F. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror;
- G. Services and products offered by the Offeror's company;
- H. The number of years the Offeror has provided similar services;
- I. The number of clients/customers and geographic locations that the Offeror currently serves;
- J. A description of any affiliation or connection between the Offeror and any Subcontractors, including a description and cost of any projects on which they worked together; and
- K. The Offeror’s process for resolving billing errors.

4.2.2.9 References and similar Project Description (Submit under TAB H)

References – At least three (3) references are requested from customers who are capable of documenting the Offeror’s ability to provide the products/services specified in this RFP. These references should match the three projects used to demonstrate that the Offeror meets the Offeror Minimum Qualifications (see Section 2). Each reference/project description should note how it

proves that the Offeror meets the qualifications. Additional references & project descriptions may be provided.

Each reference shall be from a client for whom the Offeror has provided products/services within the past five (5) years and shall include the following information:

- A. Name of client organization;
- B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- C. Value, type, duration, and description of products/services provided. The description should explain how the experience gained from the project is relevant to the MVA's DIWS 2 effort and/or an enterprise model.

Past Performance: Other Motor Vehicle Projects – The Offeror shall describe all other motor vehicle system implementation projects in which it is engaged or has been engaged in the last five (5) years and briefly describe the scope, staff size, status and outcome, and duration of the project. Also describe pending proposals which have been submitted to other agencies. Pending is defined as any proposals and/or awards that are not yet one year old.

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

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

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

- A. The State contracting entity;
- B. A brief description of the products/services provided;
- C. The dollar value of the contract;
- D. The term of the contract;
- E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

4.2.2.11 Financial Capability (Submit under TAB J)

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

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

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

4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.12. See Section 3.12 for the required insurance certificate submission for the apparent awardee.

4.2.2.13 Subcontractors (Submit under TAB L)

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

The Contractor is solely responsible for coordination, control, and performance of Subcontractors, as well as for the liability and payment of damages for errors.

The Offeror shall explain the Subcontractor's role(s) by including the following information:

- A. Each Subcontractor's name and address
- B. Service(s) the Subcontractor will be performing
- C. Evidence of each Subcontractor's intent to participate, and an understanding of their role, responsibilities, and contract requirements
- D. Description of relevant qualifications, capabilities, and resources
- E. Three (3) references for each Subcontractor including names and addresses, phone numbers, and a description of the work, products, and services to be provided

Major Subcontractor – A Subcontractor is a major Subcontractor if it is responsible for ten (10%) percent or more of project work by cost. The Offeror must provide the information as defined for TAB G and TAB H for the major Subcontractor.

4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

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

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

4.2.2.15 Economic Benefit Factors (Submit under TAB N)

- A. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).
- B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- D. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:
1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
 3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.
- F. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
1. The 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. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
 2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
 3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated

personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;

4. Subcontract dollars committed to Maryland small businesses and MBEs; and
5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.2.3 Sample Work Products (Submit Under TAB O)

TAB O should contain work samples as requested in the Attachment W Task Order 1 (DIWS 2) Response Requirements Tables (See Response to TAB E).

4.2.4 Additional Required Technical Submissions (Submit under TAB P)

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

- A. Completed Bid/Proposal Affidavit (Attachment B).
- B. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- C. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- D. Completed Mercury Affidavit (Attachment L)
- E. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (See Attachment W Task Order 1 (DIWS 2) APPENDIX 15 – VETERAN-OWNED SMALL BUSINESS ENTERPRISE, Attachment M-1)
- F. Completed Location of the Performance of Services Disclosure (Attachment N).
- G. Labor Classification Personnel Resume Summary (Attachment Q) for each proposed Key Personnel.
- H. Completed MBE documentation as follows:
 1. Attachment W Task Order 1 (DIWS 2) APPENDIX 14 MDOT MBE Form A Certified MBE Utilization and Fair Solicitation Affidavit
 2. Attachment W Task Order 1 (DIWS 2) APPENDIX 14 MDOT MBE Form B MBE Participation Schedule

For paper submissions, submit eight (8) copies of each with original signatures. All signatures must be clearly visible.

4.2.5 Additional Required Submissions (Submit under TAB Q)

- A. **IMPORTANT!** Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror's or Subcontractor(s) services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.

- B. Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., ELA, Enterprise License Agreements, Professional Service agreement, Master Agreement).

4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F. The Offeror shall complete the Price Sheet only as provided in the Price Sheet Instructions and the Price Sheet itself. The Price Sheet should be submitted in PDF and Excel format. If there are discrepancies, the PDF file will be considered the correct submission.

4.4 Proposal Packaging

- 4.4.1 **Packaging** - Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. The name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and eight (8) copies. Unless the resulting package will be too unwieldy, the State's preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:
- a. The RFP title and number,
 - b. Name and address of the Offeror, and
 - c. Closing date and time for receipt of Proposals
- 4.4.2 **File Format Type** – A separate electronic version of the Technical Proposal in Microsoft Word format (version 2010 or greater) must be enclosed with the original Technical Proposal. A separate electronic version of the Financial Proposal in Microsoft Word or Microsoft Excel format (version 2010 or greater) must be enclosed with the appropriate Volume as directed in 4.4.4. **Do not provide pricing information on the media submitted in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal media (Volume II).**
- 4.4.3 **Redacted Version** – A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”). Place each PDF copy within the appropriate Volume as directed in 4.4.4.
- 4.4.4 **Physical Submissions** – Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).
- 4.4.5 **Page Numbering** – All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.5 Proposal Delivery

- 4.5.1 Offerors may submit proposals by hand, or by mail as described below to the address provided in the Key Information Summary Sheet.

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

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5 EVALUATION CRITERIA AND PROCEDURE

5.1 Evaluation Committee

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

5.2 Technical Proposal Evaluation Criteria

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

5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 4.2.2.6)

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

Within this criterion, the following sub-criteria will be given greater weight than other sub-criteria:

- a. Offeror's functional and technical solution (including but not limited to Offeror's ability to support an enterprise model with: multiple instances of the solution, possible multiple concurrent implementation activities, and other solution scalability capabilities),
- b. Proposed solution's technical performance for Attachment W Task Order 1 (DIWS 2),
- c. COTS Product versus Product Requirements (Appendix 5 of Attachment W Task Order 1 (DIWS 2)),
- d. Offeror's approach and maturity for technical migration, including technical risk of migration for DIWS 2,
- e. SLA comprehensiveness, enforceability, and credit amounts for both the Contract and the Attachment W Task Order 1 (DIWS 2), and
- f. Offeror's Approach and Methodology.

5.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 4.2.2.8 – 4.4.2.14)

5.2.3 Experience and Qualifications of Proposed Contractor Personnel (See RFP § 4.2.2.7)

5.2.4 Economic Benefit to State of Maryland (See RFP § 4.2.2.15)

5.2.5 Terms, conditions and reasonableness of 3rd party licenses

5.3 Financial Proposal Evaluation Criteria

5.3.1 All Qualified Offerors (see Section 5.5.2.5) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Evaluated Price within the stated guidelines set forth in this RFP and as submitted on Attachment F-1 - Price Sheet.

5.4 Reciprocal Preference

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

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

5.4.1.2 The other state gives a preference to its resident businesses through law, policy, or practice; and

5.4.1.3 The preference does not conflict with a Federal law or grant affecting the procurement Contract.

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

5.5 Selection Procedures

5.5.1 General

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

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

5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) is included and is properly completed.
- 5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations, demonstrations, and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.5.2.4 As discussed in Section 1.16, in the event that more than ten (10) responsive Proposals are received, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at the time of scheduling initial oral presentations whether the down select procedure will be utilized. When used, the down select procedure to be followed by the Procurement Officer is as follows:
- i. A technical ranking will be performed for all Proposals based on the initial oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and presentation results. The top ten (10) Proposals identified by the technical ranking will be notified of selection to proceed to the product demonstration round. All other Offerors will be notified of non-selection.
 - ii. Product Demonstrations – For those Offerors selected in the down select process, a four to five hour live demo shall include the following high-level areas with further details being provided at the time the Procurement Officer notifies Offerors of the time and place for the demonstration:
 - a. Key features
 - b. Scanning
 - c. Capture (e.g., e-mail, fax, FTP, drop box)
 - d. Indexing
 - e. Workflow
 - f. Routing
 - g. Assembly and publishing
 - h. Advanced features
 - i. OCR/ICR
 - j. Document recognition
 - k. Audit trail
 - l. Security
 - iii. In the event the down select is not utilized, the oral presentation and product demonstrations discussed above shall occur on one day.

5.5.2.5 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

5.5.2.6 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Financial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutes of proposed personnel (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).**

5.5.3 Award Determination

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

5.6 Documents Required upon Notice of Recommended Award

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

- A. Contract (Attachment A),
- B. Contract Affidavit (Attachment C),
- C. MBE Forms D-2, D-3A, D-3B, within ten (10) Working Days (See Attachment W Task Order 1 (DIWS 2),
- D. MBE Waiver Justification within ten (10) Working Days, usually including Form D-1C, if a waiver has been requested (See Attachment W Task Order 1 (DIWS 2) Appendix 16-1B Waiver Guidance),
- E. Non-Disclosure Agreement (Attachment J),
- F. Evidence of meeting insurance certificate requirements (See Section 3.13)
- G. Performance Bond (See Attachment W Task Order 1 (DIWS 2) Section 1.12 TO Performance Bond)
- H. PEP (See Section 3.7), within ten (10) Working days

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RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommended award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon mutual Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

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

ATTACHMENT C – Contract Affidavit

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

ATTACHMENT D – Minority Business Enterprise Forms

MBE subcontracting goals will be set at the Task Order level.

ATTACHMENT E – Pre-Proposal Conference Response Form

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

ATTACHMENT F – Financial Proposal Instructions and Price Sheet

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

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

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

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted in response to a Task Order.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

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

ATTACHMENT J – Non-Disclosure Agreement

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

ATTACHMENT K – HIPAA Business Associate Agreement

If required (Section 1.38), this Attachment is to be completed and submitted in response to a Task Order.

ATTACHMENT L – Mercury Affidavit

Not applicable to this RFP.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

VSBE subcontracting goals will be set at the Task Order level.

ATTACHMENT N – Location of the Performance of Services Disclosure

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

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

Not applicable to this RFP.

ATTACHMENT P – Non-Disclosure Agreement (Offeror)

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

ATTACHMENT Q – Labor Classification Personnel Resume Summary

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

ATTACHMENT R – Agency Deliverable Product Acceptance Form (DPAF)

If required, this Attachment is to be completed upon deliverable acceptance by the State, within a Task Order.

ATTACHMENT S – Sample Work Order

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

ATTACHEMENT T – Performance Bond

If required, this Attachment is to be completed and submitted in response to a Task Order.

ATTACHMENT U – Labor Categories

If required, this Attachment describes labor categories available for use on this Contract.

ATTACHMENT V – Criminal Background Check Affidavit

This attachment must be submitted in response to a Task Order.

ATTACHMENT W – Task Order 1 (DIWS 2)

This attachment is furnished separately, describing the requirements for Task Order 1, which will be issued concurrent with the execution of this Contract.

ATTACHMENT A - CONTRACT

Department of Information Technology (DoIT)

“Enterprise Content Management System RFP”

060B6400035

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ and, on behalf of the STATE OF MARYLAND, the MARYLAND Department of Information Technology (DoIT).

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

1. Definitions

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

- 1.1. “COMAR” means the Code of Maryland Regulations.
- 1.2. “Contract” means this contract for Enterprise Content Management System RFP (ECMS).
- 1.3. “Contract Manager” means the individual identified in Section 1.6 of the RFP, or a successor designated by the Department.
- 1.4. “Contractor” means the entity first identified above, whose principal business address is:
_____.
- 1.5. “Department” means the Department of Information Technology (DoIT).
- 1.6. “eMM” means eMaryland Marketplace.
- 1.7. “Financial Proposal” means the Contractor’s financial proposal dated _____, as modified by any Best and Final Offer thereto.
- 1.8. “Minority Business Enterprise” (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.9. “Procurement Officer” means the person identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.10. “Proposal” means, as appropriate, either or both an Offeror’s Technical or Financial Proposal.
- 1.11. “RFP” means the Request for Proposals for Enterprise Content Management System RFP, Solicitation # 060B6400035 and any amendments thereto issued in writing by the State.
- 1.12. “State” means the State of Maryland.
- 1.13. “Task Order Agreement” (TO Agreement) means a signed contract between DoIT and the Contractor to perform the requirements described in a TORFP.
- 1.14. “Task Order Proposal” (TO Proposal) means the technical and financial response by the Contractor to a TORFP.
- 1.15. “Task Order Request for Proposals” (TORFP) means a solicitation document containing a description by the State of the individual project for which proposals will be solicited.
- 1.16. “Third-Party Software” means Software and supporting documentation that:
 - a) Are owned by a third party, not by the State, the Contractor, or a subcontractor,

- b) Are included in, or necessary or helpful to the operation, maintenance, support or modification of the ECMS, and
 - c) Were specifically identified and listed as Third-Party Software in the Proposal.
- 1.17. “Technical Proposal” means the Contractor’s technical proposal dated_____.
- 1.18. “Veteran-owned Small Business Enterprise” (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.19. Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

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

Exhibit A – The RFP, including all amendments, addenda, and attachments

Exhibit B – TO Agreement (when executed)

Exhibit C – TORFP (when released)

Exhibit D – Contractor’s response to the TORFP (when submitted)

Exhibit E – The Technical Proposal

Exhibit F – The Financial Proposal

Exhibit G – The Contract Affidavit dated _____.

3. Period of Performance

- 3.1. The Contract shall start as of the date first set forth above (“Effective Date”) and shall continue through the fifth (5th) anniversary thereof _ (“Initial Term”). In its sole discretion, the Department shall have the right to extend the Contract for one (1) five-year renewal period.
- 3.2. The Contractor’s performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3. The Contractor’s obligation to pay invoices to Subcontractors providing products/services in connection with this Contract, as well as the audit, confidentiality, document retention, patents, copyrights & intellectual property (see §5), warranty, payment and indemnification obligations, and limitations of liability under this Contract, and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1. In consideration of the satisfactory performance of the work set forth in this Contract and any TO Agreement, the State shall pay the Contractor in accordance with the rates established in the Contractor’s applicable TO Proposal which may not exceed the rates and terms of Exhibit F hereto. TO Agreements that are on a time and materials basis shall include a not-to-exceed (NTE) ceiling for payments. Any work performed by the Contractor in excess of the NTE ceiling amount of any TO Agreement without the prior written approval of the Contract Manager is at

the Contractor's risk of non-payment. Payments under TO Agreements issued under a fixed price basis shall be limited to the price specified in the TO Agreement, regardless of the actual cost to the Contractor.

- 4.2 The total payment for products and services provided under a fixed price contract or the fixed price element of a combined fixed price – time and materials contract shall be the firm fixed price submitted by the Contractor in its Task Order Proposal. For time and materials contracts, or contracts which include both fixed price and time and materials elements, total payments to the Contractor pursuant to this Contract for the time and materials portion may not exceed \$ _____ (the "NTE Amount"), which includes \$ _____ for the base period and \$ _____ for the option period.

The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.3 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.1; (ii) promptly consult with the Department and cooperate in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure databases, systems, platforms and/or applications on which the Contractor is working in an industry standard manner designed to prevent damage or vulnerabilities to any of the same.

- 4.3. The Contractor shall submit invoices as required in the RFP, and as additionally specified in any applicable TORFP. Invoices that contain both fixed price and time and material items must clearly identify the items as either fixed price or time and material billing. Each invoice must include the Contractor's Federal Tax Identification Number: _____. The Contractor's eMM identification number is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- 4.4. In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.5. Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.6 A TORFP may specify terms in addition to the terms specified herein. Such additional terms may include, among other things, warranties, deliverables, and acceptance test requirements. A TO Agreement may not limit the State's right as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

5. Patents, Copyrights, Intellectual Property

- 5.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the effective date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). “Contractor Materials” means all Pre-Existing Intellectual Property of Contractor and all other intellectual property acquired or developed by Contractor other than in connection with this Contract, and any modifications and derivatives thereof. If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 5.2. Except for (1) information created or otherwise owned by the Department or licensed by the Department from third-parties, including all information provided by the Department to Contractor, (2) Software and other deliverables created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Materials included therein, and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Materials embedded in any Deliverables, subject to the terms and conditions herein, Contractor grants to the State the right to use such Contractor Materials in connection with its permitted use of such Deliverable. The rights granted to the State under this Section 5.2 are contingent upon the State’s payment for the applicable Deliverables. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 5.3. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any third party claim that products the contractor provided to the State under this Contract infringes, misappropriates or otherwise violates any third-party intellectual property rights.
- 5.4. To the extent permitted by law, Contractor shall be entitled to control the defense or settlement of such claim provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor’s expense; and (b) be entitled to participate in the defense of any such claim at its own expense.
- 5.5. Except if Contractor has pre-existing knowledge of such infringement, Contractor’s obligations under this section will not apply as a result of (i) modifications made by the State, in violation of the license granted to the State pursuant to section 5.2 or which were not approved in writing by

Contractor, (ii) the failure of the State to use any corrections or modifications made available by Contractor, (iii) the combination, operation or use of the solution or Deliverable in connection with a third-party product, platform, network, data or service not provided by the Contractor (the combination of which causes the infringement); or (iv) Contractor's compliance with the written specifications or directions of the State to incorporate third party Software or other materials which causes infringement.

- 5.6. Without limiting Contractor's obligations under Section 5.3, if all or any part of any Deliverable or solution is held, or Contractor reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State) shall: (a) procure for the State the right to continue using the Deliverable or solution in accordance with its rights under this Contract; (b) replace the Deliverable or solution with an item that (i) does not infringe, misappropriate or otherwise violate any third party intellectual property rights and (ii) complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the Deliverable or solution so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and but remains compliant with the Deliverable or solution's specifications and all rights of use and/or ownership set forth in this Contract or (d) refund any pre-paid fees for the allegedly infringing services that have not been performed or provide a reasonable pro-rata refund for the allegedly infringing Deliverable or solution.
- 5.7. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State. Notwithstanding the foregoing, the State agrees to secure all necessary rights, licenses and/or permissions to allow Contractor to access and use any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials the State provides to the Contractor in Contractor's performance of the services or production of the deliverables.
- 5.8. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.
- 5.9. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all deliverables

delivered under this Contract.

- 5.10 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Indemnification

- 6.1. At its sole cost and expense, Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to the performance of this Contract. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 6.2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.3. The State has no indemnity obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.4. The Contractor shall (i) 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 performance under the Contract and (ii) without limiting its obligations under Section 6.1, cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed by a third party against the State as a result of or relating to the Contractor's performance under this Contract.

7. Limitations of Liability

- 7.1. The Contractor's liability shall be limited as follows:
- A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;
 - B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
 - C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed five (5) times the total amount of the TORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any TORFP issued pursuant to this RFP. Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 7.2 Limitations of liability are per incident.

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

9. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and other deliverables are received and accepted by the State, following which, title shall pass to the State.

10. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems and/or cloud infrastructure, if applicable) shall be held in confidence by the other party, using a reasonable degree of care, but in

no event less than that applied to the party's own such confidential or proprietary information. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Contract. 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 rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

11. Exclusive Use and Ownership

Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder.

12. Source Code Escrow

Source code escrow may be established as described in a TORFP. If required in a TORFP, the following approximate language applies.

- 12.1. The State will be named as a beneficiary under an escrow agreement ("Escrow Agreement") that shall be entered into between the Contractor and an escrow agent ("Escrow Agent") within <<xxx>> days of the date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term "Source Code Escrow Package" means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor's confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.
- 12.2. In the event that the Escrow Agent either ceases providing escrow services to Contractor or Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for

the incumbent Escrow Agent with respect to Section 12.1 above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.

- 12.3. Contractor shall inform the State of the availability of an escrow for any third party software solutions it provides to the State.
- 12.4. In addition to the rights and obligations contained in the Escrow Agreement referenced in Section 12.1, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor's discontinuance of support or failure to support in accordance with this Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

13. Notification of Legal Requests

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

14. Termination and Suspension of Service

- 14.1. Upon termination or the end of the Term of this Contract, the Contractor must provide transition assistance requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor for the State as follows: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format; (b) provide the schema necessary for reading of such returned data; (c) preserve, maintain, and protect all State data for a period of up to ninety (90) days after the termination or expiration date, so that the State can ensure that all returned data is readable; (d) not delete State data until the earlier of ninety (90) days or the date the State directs such deletion; (e) after the retention period, the Contractor shall securely dispose of all State data in all of its forms, such as disk, CD/DVD, backup tape and paper; State data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods; and certificates of destruction shall be provided to the State; and (f) prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the ninety-day data retention period.
- 14.2. The Contractor shall, unless legally prohibited from doing so, securely dispose of all State data in its systems or otherwise in its possession or under its control, in all of its forms, such as disk,

CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

14.3 During any period of service suspension, the Contractor shall not erase any State data.

14.4 The State shall be entitled to any post-termination assistance generally made available with respect to the services.

15. Data Center Audit

A SOC 2 Audit may be established as described in a TORFP.

16. Change Control and Advance Notice

Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.

Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

17. Redundancy, Data Backup and Disaster Recovery

Unless specified otherwise in the RFP, the Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Term. Any force majeure provisions of this Contract do not limit the Contractor's obligations under this "Redundancy, Data Backup and Disaster Recovery" Contract provision.

18. Effect of Contractor Bankruptcy

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

19. 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 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.

R20. General Terms and Conditions

R20.1. Pre-Existing Regulations

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

R20.2. Maryland Law Prevails

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

R20.3. Multi-year Contracts contingent upon Appropriations

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

R20.4. Cost and Price Certification

R20.4.1. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

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

R20.4.2. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the

date agreed upon between the parties, was inaccurate, incomplete, or not current.

R20.5. Contract Modifications

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract, the TORFP or the TO Agreement. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price and/or schedule shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 20.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

R20.6. Termination for Default

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

R20.7. Termination for Convenience

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

R20.8. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the

Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

R20.9. Living Wage

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

R20.10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, 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.

R20.11. Nondiscrimination in Employment

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

R20.12. Commercial Non-Discrimination

R20.12.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions.

This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

R20.12.2. As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

R20.12.3 The Contractor shall include the language from R20.12.1, or similar clause approved by the Department, in all subcontracts.

R20.13. Subcontracting and Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

R20.14. Minority Business Enterprise Participation

R20.14.1. Establishment of Goal and Subgoals.

MBE subcontractor participation goals and subgoals may be established in a TORFP.

R20.14.2. Liquidated Damages for MBE program

R20.14.2.1. Where an MBE goal has been established, the Contractor shall make good faith efforts to comply with the MBE requirements. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with such requirements. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

R20.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE requirements, the Contractor agrees to pay liquidated damages to the State at the

rates set forth in the applicable TORFP. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$23.00 per day until the monthly report is submitted as required.
- ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$82.00 per MBE subcontractor.
- iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- iv. Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: \$90.00 per day until the undisputed amount due to the MBE subcontractor is paid.

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

R20.14.3. MBE Prompt Pay Requirements

R20.14.3.1. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- A) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - (1) Inspecting any relevant records of the Contractor;
 - (2) Inspecting the jobsite; and
 - (3) Interviewing subcontractors and workers.
 - (4) Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors

and the reason for nonpayment; and

- (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- B) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- C) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - (1) Terminate the Contract;
 - (2) Refer the matter to the Office of the Attorney General for appropriate action; or
 - (3) Initiate any other specific remedy identified by this Contract.

R20.14.3.2. Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

R20.15. Insurance Requirements

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

R20.16. Veteran Owned Small Business Enterprise Participation

VSBE subcontractor participation goals may be established as described in a TORFP.

R20.17. Security Requirements and Incident Response

- R20.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.
- R20.17.2. The Contractor agrees to notify the Department in accordance with Section R20.17.3 when any Contractor system that may access, process, or store Sensitive Data or State systems is subject to an unintended access or attack. Unintended access or attack means a compromise by a computer malware, malicious search engine, credential compromise or unauthorized access by an individual or automated program due to a failure to secure Contractor's a system in accordance with the terms of this Contract or adhere to security procedures required by this Contract.
- R20.17.3. The Contractor shall notify the Department within twenty-four (24) hours of the discovery of an unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer.
- R20.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the Department State data.
- R20.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- R20.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
 - (b) the Sensitive Data used or disclosed,
 - (c) who made the unauthorized use or received the unauthorized disclosure;
 - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- R20.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data

or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or Department) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

R20.17.8 The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.

R20.17.9. This Section shall survive expiration or termination of this Contract.

R20.18. Security Incident or Data Breach Notification

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

R20.18.1. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

R20.18.2. Security Incident Reporting Requirements: The Contractor shall report a security incident to the appropriate State-identified contact immediately.

R20.18.3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State-identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

R20.19 Data Breach Responsibilities

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

R20.19.1. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State-identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

R20.19.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State-identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been, a data breach. The Contractor shall (1) cooperate with the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

R20.19.3. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Contract obligation to encrypt Sensitive Data or otherwise prevent its

release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

R21 Data Protection

R21.1 Data Ownership

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

R21.2 Loss of Data

In the event of loss of any State data or records where such loss is due to the act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring such lost data in accordance with the Service Level Agreement. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 20.17.

Protection of data and personal privacy (as further described and defined in section 20.17) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- R21.2.1 The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Sensitive Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Sensitive Data and non-public data of similar kind.
- R21.2.2 All data collected or created in the performance of this contract shall become and remain property of the State.
- R21.2.3 All Sensitive Data shall be encrypted at rest and in transit with controlled access, including back-ups. Unless otherwise stipulated, the Contractor is responsible for the encryption of the Sensitive Data.
- R21.2.4 Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Contract.
- R21.2.5 At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained

by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

R21.2.6 The Contractor shall not use any information collected in connection with the service issued under this Contract for any purpose other than fulfilling the service.

R22 Other Mandatory Items

R22.1 Data Location

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

R22.2 Import and Export of Data

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

R22.3 Encryption of Data at Rest

The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Sensitive Data, unless the State approves the storage of Sensitive Data on a Contractor portable device in order to accomplish Contract work. A minimum of AES-256 or better is acceptable to the State.

R22.4 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

Compliance with HIPAA will be as specified in a TORFP and where applicable, the appropriate clause below shall apply:

**** (Medical Option 1 of 3 – Use this section when the Agency is not a covered entity. The blank at the beginning would reference any statutory requirement unique to the Department unit/program, or, if there is none, the first two sentences are combined to reference “any applicable law or regulation ...”) : ****

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with

_____. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of

these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

**** (OR – Medical Option 2 of 3 – Use this confidentiality clause when the Department unit is a covered entity and the Contractor is not a business associate.): ****

- 22.4.1. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information (PHI) and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 22.4.2. If in connection with the procurement or at any time during Term, the Department determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form required by the Department.
- 22.4.3. Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

**** (OR – Medical Option 3 of 3 – Use this confidentiality clause when the Agency is a covered entity and the Contractor is a business associate.): ****

- 22.4.1. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 22.4.2. Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder/Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.
- 22.4.3. Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

R22.5. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State. Notwithstanding anything to the contrary elsewhere in this Contract or the RFP, (i) Contractor shall not be obligated to retain any personnel on this engagement during the suspension period, and (ii) upon recommencement of the services following any such suspension, Contractor may use personnel other than those performing the services immediately prior to the start of the suspension period. In the event of such a written order, the Procurement Officer may grant Contractor's request for a no cost extension of the Implementation Date.

R22.6. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

R22.7. Nonvisual Accessibility Warranty

R22.7.1. The Contractor warrants that the information technology to be provided under the Contract.

- (a) provides equivalent access for effective use by both visual and non-visual means;
- (b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
- (c) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
- (d) is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.

R22.7.2. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

R22.8. Compliance with Laws/Arrearages

The Contractor hereby represents and warrants that:

- R22.8.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- R22.8.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term;
- R22.8.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- R22.8.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

R22.9 Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership,

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

R22.10. Financial Disclosure

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

R22.11 Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

R22.12 Retention of Records

R22.112.1. The Contractor and Subcontractors shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and

assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.

R22.12.2. This provision shall survive expiration of this Contract.

R23. Right to Audit

- R23.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- R23.2 Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the State reasonable access during normal business hours to their records to verify conformance to the terms of this Contract. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State's election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Contract.
- R23.3 Contractor and/or Subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.
- R23.4 The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the State under this Contract. Contractor and/or Subcontractors shall ensure the State has the right to audit with any lower tier subcontractor.

24. Administrative Information

24.1. Procurement Officer and Contract Manager

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

24.2. 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:

Susan Lyons
100 E. Community Place, Suite 4-503
Crownsville, MD 21032
Phone Number: [410-260-7559](tel:410-260-7559)

E-Mail: Susan.Lyon@maryland.gov

With a copy to:

Joy Abrams
DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)
6601 Ritchie Hwy., N.E. Rm. 223
Glen Burnie, MD 21062
Phone Number: 410-787-7792
E-Mail: jabrams@mdot.state.md.us

If to the Contractor:

Attn: _____

Parent Company Guarantor Contact:

Attn: _____

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

CONTRACTOR

STATE OF MARYLAND

Department of Information Technology (DoIT)

By:

By: Secretary David Garcia

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**A. AUTHORITY**

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

_____.

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES**I FURTHER AFFIRM THAT:**

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**I FURTHER AFFIRM THAT:**

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

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C - CONTRACT AFFIDAVIT**A. AUTHORITY**

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**I FURTHER AFFIRM THAT:**

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION**I FURTHER AFFIRM THAT:**

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the

State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

Abide by the terms of the statement; and

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal will be set on a Task Order basis. Instructions and documents will be furnished with each TORFP.

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number 060B6400035

Enterprise Content Management System RFP

A Pre-proposal conference will be held at 10:00 AM on Tuesday, August 16, 2106 at The Secretary’s Office, 7201 Corporate Center Drive, Hanover, MD 21076. Please return this form by Thursday, August 11, 2016 at 2:00 Local Time advising whether or not you plan to attend.

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

Joy Abrams
MVA
6601 Ritchie Hwy., NE
Glen Burnie MD 21062
E-mail: jabrams@mdot.state.md.us

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.

_____ No, we will not be in attendance.

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

Signature Title

Name of Firm (please print)

The Secretary's Office***7201 Corporate Center Drive
Hanover MD 21076******410-865-1000
Toll Free 1-888-713-1414***

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Price Sheet Instructions and a Price Sheet have been prepared. Offerors shall submit their Financial Proposal on the Price Sheet in accordance with the instructions on the Price Sheet and as specified herein. Do not alter the Price Sheet or the Proposal. Altering the Price Sheet may result in not being selected for award. The Price Sheet is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Sheet.

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

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Price Sheet shall be filled in. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Price Sheet, nothing shall be entered on or attached to the Price Sheet that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Price Sheet.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to: all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Price Sheet are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT F-1 – PRICE SHEET

PRICE SHEET (FIXED BID) FOR RFP # 060B6400035

See attached MS Excel spreadsheet.

ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal

year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

ATTACHMENT G-1 MARYLAND LIVING WAGE REQUIREMENTS AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

- ___ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
- ___ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ___ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

(submit with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

Contractor shall complete federal funds attachments in response to a TORFP indicating federal funds are required.

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for

employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there

may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT H-1

**U.S. Department of Health and Human Services
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

ATTACHMENT H-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

such failure.	
Federal Use Only	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT H-3**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

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

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)

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

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Enterprise Content Management System RFP Solicitation # 060B6400035 and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s Personnel or a subcontractor’s Personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

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

Contractor: _____

DOIT

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT

Contractor shall complete HIPAA Business Associate Agreement attachments in response to a TORFP indicating a Business Associate Agreement is required.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the <<Department or Agency Name>> (the “Department or Agency”) and _____ (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).

2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean <<Department or Agency Name>>.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

- D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
- a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as ATTACHMENT K-1 attached hereto; and
 - d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
 - f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
 - g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;

- h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Enterprise Content Management System RFP Solicitation # 060B6400035 and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
 1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

****Insert the name and contact information of the HIPAA contact person within the Department or Agency or appropriate covered health care entity****

Name: _____

Address: _____

E-mail: _____

Phone: _____

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT K-1

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between <<Department or Agency Name>> (the “Department or Agency”) and _____ (Business Associate).

Business Associate hereby notifies Motor Vehicle Administration that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

E-mail Address: _____

Phone Number: _____

ATTACHMENT L - MERCURY AFFIDAVIT

**MERCURY AFFIDAVIT
(submit with Bid/Proposal)**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

_____ By: _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE

The MBE subcontractor participation goal will be set on a Task Order basis. Instructions and documents will be furnished with each TORFP.

ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

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

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have no plans

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

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

- a. Location(s) services will be performed:

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

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

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

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

ATTACHMENT O - DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

ATTACHMENT P - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # 060B6400035 for Enterprise Content Management System RFP. In order for the OFFEROR to submit a Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five Business Days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Joy Abramson or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS INSTRUCTED IN RFP

ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith’s name and the subcontractor’s company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

RFP # 060B6400035

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:
Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person (Optional if current employer)]	

[Organization] Description of Work...
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person]

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	[Enter the Labor Category Name]
Requirement (See Attachment W Task Order 1 [DIWS 2] Section 3.5.1 Labor Categories)	Candidate Relevant Experience *
Education: [Insert the education description from Attachment W Task Order 1 [DIWS 2] Section 3.5.1 Labor Categories for the applicable labor category]	Education:
Experience: [Insert the experience description from Attachment W Task Order 1 [DIWS 2] Section 3.5.1 Labor Categories for the applicable labor category]	Experience:

ATTACHMENT R - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: <<Department or Agency Name>>

RFP Title: Enterprise Content Management System RFP

Contract Manager: <<Name of Contract Manager>> and <<Phone Number >>

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): 060B6400035 has been received and reviewed in accordance with the Task Order.

Title of deliverable: _____

TO Agreement Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT S - SAMPLE WORK ORDER

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

POC	(Print Name)	Contract Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

ATTACHMENT T - PERFORMANCE BOND

Contractor may be required to furnish a performance bond for specific Task Order, as instructed in a TORFP. The required language is listed below for reference.

PERFORMANCE BOND

Principal	Business Address of Principal
Surety	Obligee
A corporation of the State of _____ and authorized to do business in the State of Maryland	STATE OF MARYLAND
	By and through the following Administration
Penal Sum of Bond (express in words and figures) _____	Date of Contract _____, 20__
Description of Contract _____	Date Bond Executed _____, 20__
Contract Number: _____	

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

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

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

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

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

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

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

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

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

In Presence of: Individual Principal
Witness: _____
_____ as to _____ (Name) (SEAL)

In Presence of: Co-Partnership Principal
Witness: _____ (SEAL)
_____ (Name of Co-Partnership)
_____ as to By: _____ (SEAL)
_____ as to _____ (SEAL)
_____ as to _____ (SEAL)

Attest: Corporate Principal
_____ (Name of Corporation) AFFIX

_____ as to
Corporate Secretary

CORPORATE
SEAL

By: _____
President

Attest:

(SEAL)

Signature

(Individual or Corporate Surety)

Title _____ SEAL

(Business Address of Surety)

Approved as to legal form and sufficiency this ____
day of _____ 20__

Asst. Attorney General

ATTACHMENT U - LABOR CATEGORIES
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Labor Category List

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A) Application Architect (Senior) (Key Personnel)

Position Description: The Application Architect (Senior) manages major projects that involve

providing professional support services and/or the integration, implementation, and transition of large, complex systems. This individual is responsible for performing the following tasks:

- A. Providing design and development of e-government solutions, and taking responsibility for technical design and implementation of the architecture
- B. Designing, developing, and maintaining infrastructure and backend applications
- C. Providing expertise on defining the role of broadband and wireless applications
- D. Providing definition of current State architecture blueprints
- E. Providing expertise with web servers, gateways, application servers, and content management systems
- F. Providing experience in web application technologies and middleware solutions
- G. Researching new technologies and products for their applicability to business processes
- H. Comparing various solutions and determining the most suitable
- I. Ensuring that development efforts are well-planned and in compliance to standards

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Mathematics, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

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

Specialized Experience: The proposed candidate with the following experience will be given a strong preference:

- A. Possess at least six (6) years of experience in designing medium to large-scale sites, and management of multiple Internet projects.
- B. Possess at least three (3) years of experience developing the architecture of systems involving specification and integration of workflow management tools, rules engine, query tools, report generators, COTS solutions, web servers, applications servers and database servers.
- C. Possess at least five (5) years of experience in designing Enterprise Architecture (e.g., Infrastructure, Technology, and Application) for integrated applications of equal or greater size (for all of: users, devices, data, content, transactions, capacity, and/or performance, as identified in the Task Order) than the size of the system specified by the Task Order.

B) Application Developer, Advanced Technology (Senior)

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

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

degree is preferred.)

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

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

C) Application Development Expert

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

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

Education: This position requires a Bachelor's in Computer Science, Information Systems, or a related field or equivalent work experience. (Note: A Master's degree is preferred.)

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

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

D) Applications Programmer

Position Description: The Application Programmer analyzes functional business applications and

design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. This individual is responsible for performing the following tasks:

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

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

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

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

E) Business Process Consultant (Senior)

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

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

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

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

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

F) Change Management Expert/Lead

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

training needs, develop and draft detailed CM strategy, plan and associated Artifacts. Lead and manage the execution of the CM plan.

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

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

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

G) Computer Operations Center, Specialist

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

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

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

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

Specialized Experience: The proposed candidate must have:

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

H) Database Management Specialist (Senior)

Position Description: The Database Management Specialist (Senior) shall provide highly technical

expertise and support in the use of DBMS. This individual is responsible for performing the following tasks:

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

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

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

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

I) Database Manager

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

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

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

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

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

J) Information Security Engineer

Position Description: The Information Security Engineer analyzes and defines security

requirements for information protection. This individual must define and develop security policies. This individual also analyzes the sensitivity of information, and performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

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

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

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

K) Internet/Intranet Site Developer (Senior)

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

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

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

Specialized Experience: The proposed candidate must have at least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

L) Internet/Web Architect

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

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

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

Specialized Experience: The proposed candidate must have worked independently or as a part of a

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

M) Network Administrator

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

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

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or two (2) years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, the candidate should be certified as a network administrator for a specific network operating system as defined by the State. Certification criteria are determined by the network operating system vendor. Two (2) additional years of specialized experience may be substituted for the required education.

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

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

N) Network Security Engineer

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

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

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

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

O) Planner, Information Technology (Senior)

Position Description: The Information Technology Planner (Senior) provides planning services for a wide range of programs and projects including design, development, implementation, post-implementation and maintenance of the systems. The tasks that this position performs includes:

- A. Provides SWOT analyses, critical success factor analyses, strategic business planning, strategic information systems planning, value chain analyses, e-business assessments, and other techniques used to establish strategic plans.
- B. Provides expertise in conducting research, evaluations, and studies required to develop both short-term and long-term plans.
- C. Provides plans, designs, concepts, and develops both general and specific program and project strategies for linking proposed investments in IT to business results.
- D. Provides planning, scheduling, networking and coordination assistance among State organizations involved in implementation and integration efforts. Identifies problems and recommends solutions.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Planning or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years progressive experience as an IT planner or involved in planning type functions.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in planning, analyses, design, development, implementation and post-implementation of IT projects or systems.

P) Program Manager

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

performing the following:

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

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

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

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

Q) Project Control Specialist

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

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

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

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

R) Project Manager, Deputy

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

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

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

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

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

S) Project Manager, Functional

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

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

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

General Experience: The proposed candidate must have at least ten (10) years of working experience on the Information Technology projects. The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate with the following experience will be given a strong preference who:

- A. Possess at least five (5) years of experience managing IT related projects.
- B. Possess at least three (3) years of experience (within the last 7 years) managing complex IT development projects within the state or federal environment and similar to the size and complexity of the project described in this RFP.
- C. Demonstrate experience managing at least one (1) project with motor vehicle systems and operations.
- D. Demonstrate experience, serving in a leadership role, on at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation.
- E. Possess at least five (5) years of experience using PMI's PMBoK methodologies and Artifacts.

T) Project Manager, Senior (Key Personnel)

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

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

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

General Experience: The proposed candidate must have at least ten (10) years of experience working on the Information Technology projects. The proposed candidate must have at least eight (8) years of experience in project management.

Specialized Experience: The proposed candidate with the following experience will be given a strong preference:

- A. Possess at least five (5) years of experience (within the last seven (7) years) managing complex IT development projects within the state or federal environment and similar to the size and complexity of the project described in this RFP.
- B. Demonstrate experience managing at least one (1) project with motor vehicle systems and operations.
- C. Possess at least five (5) years of experience using PMI's Project Management Body of Knowledge (PMBOK) methodologies and documents.

U) Project Manager, Technical (Key Personnel)

Position Description: The Technical Project Manager performs day-to-day management of activities pertaining to the non-functional technical deliverables of the project on a Task Order. The Technical Project Manager is responsible for performing the following:

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

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

General Experience: The proposed candidate must have at least eight (8) years of working experience on the Information Technology projects. The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate with the following experience will be given a strong preference:

- A. Possess at least three (3) years of experience (within the last 7 years) managing complex IT development projects within the state or federal environment and similar to the size and complexity of the project described in this RFP.
- B. Demonstrate experience managing at least one (1) project with motor vehicle systems and operations.
- C. Demonstrate experience managing at least three (3) successful projects that were delivered on time and within budget, including a project equal or greater size (for all of: users, devices, data, content, transactions, capacity, and/or performance, as identified in the Task Order) than the size of the system specified by the Task Order.
- D. Possess at least five (5) years of experience in managing projects equal or greater size (for all of: users, devices, data, content, transactions, capacity, and/or performance, as identified in the Task Order) than the size of the system specified by the Task Order.
- E. Possess at least five (5) years of experience managing system specifications and the integration of workflow management tools, ECM solutions, rules engine, query tools, report generators, COTS solutions, web servers, applications servers and database servers.
- F. Possess at least five (5) years of experience using PMI's PMBoK methodologies and documents.
- G. Possess a current Technology Infrastructure Library (ITIL) certification.

V) Quality Assurance, Manager

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

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

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

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

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

W) Quality Assurance Specialist

Position Description: The Quality Assurance Specialist determines the resources required for

quality control. This individual is responsible for performing the following tasks:

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

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

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

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

X) Software Engineer

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

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

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

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

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

Y) Systems Architect (Senior)

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

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

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

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

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

Z) Systems Design Architect

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

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

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

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

AA) Systems Design Engineer

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

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

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

Specialized Experience: The proposed candidate must have at least four (4) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. The proposed candidate must have demonstrated the ability to develop and execute

system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

BB) Subject Matter Expert

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

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

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

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

CC) Testing Specialist

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

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

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

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

DD) Training Specialist/Instructor

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

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

General Experience: The proposed candidate must have at least four (3) years of experience in

information systems development, training, or related fields.

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

ATTACHMENT V - CRIMINAL BACKGROUND CHECK AFFIDAVIT

Submit an Affidavit with each Task Order.

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Contractor) has complied with Section 2.14, Security Requirements of Contract Number 060B6400035.

I hereby affirm that the _____ (Contractor) has provided DoIT (Agency) with a summary of the security clearance results for all of the candidates that will be working on Contract Number 060B6400035 and all of these candidates have successfully passed all of the background checks required under Section 3.5.6 bullet A of Contract Number 060B6400035. Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this 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.

Contractor

Typed Name

Signature

Date

ATTACHMENT W - TASK ORDER 1 (DIWS 2)

This attachment describes the requirements for Task Order 1, which will be issued concurrent with the execution of this Contract.

Attachment W is a separate Microsoft Word document.