

**Request for Proposals  
Statewide Human Resources Information System  
PROJECT NO. 060B9800050**



**Issue Date: May 28, 2009**

**NOTICE**

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

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

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

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please email this completed form to [Sue.Howells@doit.state.md.us](mailto:Sue.Howells@doit.state.md.us).

**Title:**            **Statewide Human Resources Information System (HRIS)**  
**Project No:**    060B9800050

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

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

Other: \_\_\_\_\_

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

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request For Proposals**

**Statewide Human Resources Information System (HRIS)**

**PROJECT NUMBER 060B9800050**

**RFP Issue Date:** May 28, 2009

**RFP Issuing Office:** Department of Information Technology  
Information Technology Procurement Office (ITPO)

**Procurement Officer:** Susan Howells  
Office Phone: (410) 260-7191  
e-mail: [Sue.Howells@doit.state.md.us](mailto:Sue.Howells@doit.state.md.us)

**Proposals are to be sent to:** Department of Information Technology  
45 Calvert Street  
Room 446  
Annapolis, MD 21401  
Attention: Susan Howells

**Pre-Proposal Conference:** June 19, 2009 10:00 PM Local Time  
MDOT Headquarters  
7201 Corporate Center Drive  
Hanover, Maryland 21076  
Harry Hughes Conference Room  
Ground Floor

**Closing Date and Time:** July 30, 2009 – 2:00 PM Local Time

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Department of Information Technology, or “Department” or “DoIT”, is issuing this Request for Proposals (“RFP”) to procure a Commercial-Off-The-Shelf (COTS) Human Resources Information System (HRIS) to replace the Department of Budget and Management’s (DBM) existing Personnel systems. The procured HRIS shall be a commercially available COTS HRIS product with demonstrated ability to successfully meet the business and technical requirements as described in Section 2 and RFP Attachment I - Functional, Technical, Reports and Form Requirements, with minimal modifications to the software.
- 1.1.2 The procured system will be used to standardize business rules and processes across State agencies for effective and efficient management of personnel data and processes. The business processes to be administered in the new HRIS application are outlined in RFP Attachment J – Process Definitions and Future State Visions. The new system shall enable State HR agency personnel, managers and employees to enter data into a single, seamlessly integrated HR system.
- 1.1.3 RFP Attachment K – In-Scope Agencies and Departments provides a list of the agencies and departments that will participate in using the HRIS.
- 1.1.4 The technical scope for the project includes the current systems outlined in RFP Section 2.2.2 Current Personnel System Application Portfolio. Due to the complexity and uniqueness of the business requirements, it may not be possible to meet all of the requirements of every process with one system. If this is the case, the State expects Offerors to propose easy-to-integrate solutions. The new HRIS will provide toolsets that will enable the state to maintain and modify the application to support current and future business needs and requirements and avoid major customizations.

The State has not yet determined the operating platform for the HRIS. Depending on the required resources, the State may decide to procure the infrastructure to install the system on the State’s network or procure hosting services through separate procurement vehicles. As part of the response to this RFP, Offerors are asked for recommendations for their proposed solution.

- 1.1.5 Integration and operation and maintenance services will be procured through a separate procurement vehicle. The RFP for these services will be released after the COTS HRIS software application has been selected and a contract award has been made and approved by the Board of Public Works. The State will not issue a notice to proceed to the Contractor for the purchase and delivery of the COTS HRIS software until the State awards the contract for the integration and operation and maintenance services. The State expects that it will take an additional nine months to a year to select an integrator and award a contract. Therefore the provider of the COTS HRIS software should not expect to receive a request to provide the software for at least the first year of the contract.

- 1.1.6 Offerors responding to this RFP for the COTS HRIS software, if awarded a contract, are not precluded from submitting a proposal and receiving a subsequent award for the contract for integration services.

## **1.2 Abbreviations and Definitions**

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

- a. COMAR – Code of Maryland Regulations
- b. Contract – The Contract attached to this RFP as Attachment A
- c. Contractor– The selected Offeror
- d. Local Time – Time in the Eastern Time Zone as observed by the State
- e. MBE – Minority Business Enterprise
- f. Offeror – An entity that submits a proposal in response to this RFP
- g. Procurement Officer – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative who can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Susan Howells (See section 1.5).
- h. RFP – Request for Proposals for the Statewide Human Resources Information System (HRIS), Project Number 060B9800050 dated June 1, 2009, including any and all amendments.
- i. Contract Manager– The State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. Section 1.6 identifies the Contract Manager for this contract.
- j. State of Maryland business hours – 8:00 am – 5:00 pm Monday – Friday (Excluding State Holidays).

## **1.3 Contract Type**

The Contract that results from this RFP shall be a firm-fixed price contract in accordance with COMAR 21.06.03.

## **1.4 Contract Duration**

The Contract resulting from this RFP shall be for a base period of five years. The State shall have the sole right to exercise up to five, one-year renewal options at its discretion.

## **1.5 Procurement Officer**

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

Susan Howells  
Maryland Department of Information Technology  
45 Calvert Street, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401  
Phone Number: 410-260-7191  
E-mail: [Sue.Howells@doit.state.md.us](mailto:Sue.Howells@doit.state.md.us)

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

## **1.6 Contract Manager**

Robert Campbell  
Financial Systems Manager  
Department of Information Technology  
Applications Systems Management (ASM)  
45 Calvert Street  
Annapolis, MD 21401-1907  
Phone Number: 410 260-7084  
E-mail: [Robert.Campbell@doit.state.md.us](mailto:Robert.Campbell@doit.state.md.us)

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

## **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference (Conference) will be held on June 19, 2009, beginning at 10:00 AM, at MDOT Headquarters, 7201 Corporate Center Drive, Hanover, MD, Harry Hughes Conference Room, Ground Floor. Attendance at the Conference is not mandatory, but all interested 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.

In order to assure adequate seating and other accommodations at the Conference, please email the Conference Response Form to the attention of the Procurement Officer as provided in RFP Section 1.5 such notice no later than 4:00 PM June 12th. The Conference Response Form is included as Attachment D to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than June 9th. DoIT will make a reasonable effort to provide such special accommodation.

## **1.8 eMarylandMarketplace (eMM)**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT web site ([www.doit.maryland.gov](http://www.doit.maryland.gov)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Register at: <https://edidmarketplace.com/>. Click on “Registration” to begin the process and follow the prompts.

## **1.9 Questions**

- 1.9.1 The Procurement Officer, prior to the Pre-proposal Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Pre-proposal Conference. Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions shall be answered at the Pre-proposal Conference.
- 1.9.2 Questions shall also be accepted subsequent to the Pre-proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all entities who are known to have received a copy of the RFP.

## **1.10 Proposal Due (Closing) Date**

An original and nine copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in RFP, Section 1.5, no later than 2:00 PM (local time) on July 30, 2009 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Word format must be enclosed with the original Financial Proposal. Ensure that the diskettes or CDs are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, July 30, 2009 at 2:00 PM (local time) will not be considered.

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

## **1.11 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) 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.

## **1.12 Revisions to the RFP**

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

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

## **1.13 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 cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

## **1.14 Oral Presentations/Discussions**

1.14.1 Offerors will be asked to make oral presentations summarizing their technical proposal regarding their COTS HRIS software to State representatives. The purpose of these discussions is twofold: 1) to clarify information in Offeror's proposals and 2) to demonstrate a production version of the COTS HRIS software to meet the requirements of the RFP. The expectation is that the oral presentation will be scheduled approximately a month after proposal receipt.

Significant representations made by an Offeror during the oral presentation/demonstration shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and location.

1.14.2 The presentation may include but is not limited to the following items:

- Scripted demonstration of the proposed COTS HRIS software
- Description and demonstration of how the Offeror plans to meet the identified requirements in the RFP and RFP Attachment I - Functional, Technical, Reports and Form Requirements matrix using the proposed COTS HRIS software
- Offeror's experience and capabilities as it relates to this RFP
- Description of the Offeror's organization

- 1.14.3. Since the State's requirement is for a commercially available production version of COTS HRIS software, the Offeror's software demonstration will use a version of the software already in use by another State or public entity. The purpose of the demonstration is to confirm the information provided within each Offeror's proposal based on the Offeror's COTS software, evaluate ease of use, and system output accuracy levels. No customization of software to meet the specific requirements outlined in this RFP will be required to the Offeror's proposed software for the purpose of these demos. The demonstration and presentation could potentially take up to a day.
- 1.14.4. The demonstration will focus on illustrating how the functional requirements in the RFP and RFP Attachment I - Functional, Technical, Reports and Form Requirements matrix are met and also include the following:
- Software overview
  - List all Software and Hardware used in live demo (i.e., laptop specification and COTS HRIS software suite name and version)
  - Conduct any necessary orientation for the evaluation team members to understand the software operations demonstrated. The demonstration should replicate the functionality in the Offeror's proposal.

#### **1.15 Incurred Expenses**

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

#### **1.16 Economy of Preparation**

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

#### **1.17 Protests/Disputes**

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

#### **1.18 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

#### **1.19 Access to Public Information Act Notice**

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

### **1.20 Offeror Responsibilities**

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

### **1.21 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected and, therefore determined to be not reasonably susceptible of being selected for award.

### **1.22 Proposal Affidavit**

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

### **1.23 Contract Affidavit**

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

### **1.24 Minority Business Enterprises**

A MBE subcontractor participation goal of 0% has been established for this solicitation.

### **1.25 Arrearages**

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

### **1.26 Procurement Method**

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

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

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

### **1.28 False Statements**

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

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

### **1.29 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the 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 X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The X-10 form can be downloaded at: [EFT program](#).

### **1.30 Contract Extended to Include other Non-State Governments or Agencies**

For the purposes of an information technology or telecommunications procurement, pursuant to §3A-401(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-State governments or agencies may purchase from the Contractor

goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

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

### **1.31 Prompt Pay**

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 dated August 1, 2008. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a Contract under this RFP must comply with the prompt payment requirements outlined in the Contract, §32 (see Attachment A). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>."

### **1.32 Non-Visual Access**

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. 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.

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: <http://doit.maryland.gov/policies/Pages/nva.aspx>.

### **1.33 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see

Appendix I entitled Living Wage Requirements for Service Contracts). If the Applicant fails to submit and complete the Affidavit of Agreement, the Location Commission may determine an Applicant's proposal to be unacceptable.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the required amount per hour as specified on the Department of Labor, Licensing and Regulation ("DLLR") website at [www.dllr.maryland.gov](http://www.dllr.maryland.gov), if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Applicant shall pay each covered employee at least the required amount per hour as specified on the DLLR website. 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. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

## SECTION 2 – STATEMENT OF WORK

### 2.1 Purpose & Summary

- 2.1.1 The purpose of this solicitation is to procure a commercially-available, web-enabled COTS HRIS software application for the full integration of personnel-related data that promotes information-sharing and enhances reporting and ad-hoc report generation capabilities across DBM and participating State agencies. The new HRIS shall provide more effective transaction processing and management of the State’s HR information within a single system to replace the current Statewide Personnel Management System (SPMS). The Office of Personnel Services and Benefits (OPSB) will be able to provide improved customer service through the use of standardized, on-demand reporting; electronic workflow; system-driven human resource business rules and support for additional business processes with the new HRIS.
- 2.1.2 The State does not wish to procure a software application under development. The COTS HRIS software purchased by the State must be operational and commercially available by the due date of the proposals. Operational and commercially available means a deployed system in active use by a client of the Offeror. Failure to meet this test would result in uncertainty that the procured COTS HRIS software would be ready when required and uncertainty that any untried and undeployed system would operate as specified.
- 2.1.3 The State will not issue a notice to proceed to the Contractor for the purchase and delivery of the COTS HRIS software before the State awards the contract for the integration services. The State expects that it will take an additional nine months to a year to select an integrator and award a contract. Therefore the provider of the COTS HRIS software should not expect to receive a request to provide the software for at least the first year of the contract.

### 2.2 Background

#### 2.2.1 Agency Information

In 2006, the State completed a Systems and Application Risk Assessment to identify and quantify operational and service delivery risks with the current inventory of mission-critical enterprise applications. The findings indicated an unacceptable risk level with the personnel management system due to its underlying architecture, age and costly maintenance challenges.

DBM’s OPSB along with the State agencies are responsible for personnel administration, including policy development, guidance, and interpretation. The Executive Director, OPSB, leads a staff of approximately one hundred and nineteen people. OPSB operations currently include oversight of Recruitment and Examination, Classification and Salary Administration, Employee Benefits, Employee Relations, Employee Grievances, Disciplinary Actions, Employee Assistance Program, Employee Medical Services, and statewide Personnel Transaction Processing.

DBM's current personnel and benefits systems support 700 users who manage the personnel and benefits activities of over roughly 120,000 State employees and retirees, Satellite Agency employees and retirees, and their eligible dependents. Through its HR Transaction Systems and Benefits Administration System, the State processes over 250,000 transactions annually.

### 2.2.2 Current Personnel System Application Portfolio

There are several stand-alone databases that DBM and the State agencies use to fulfill their mission including but not limited to:

- Settlement Conference Database
- Employee Assistance Database
- Leave Bank Database
- Paperwork Tracking Database
- Discrimination Complaint and Appeal Database

The Central Payroll Bureau is responsible for statewide payroll processing and will continue to manage payroll information on a separate system while receiving inputs from the HRIS. Similarly, the Maryland State Retirement and Pension Systems organization will continue to handle retirement information on a separate system. These two systems will not be replaced by the new HRIS but will require interfaces to and from the new HRIS.

The table below briefly describes the systems currently used to manage and maintain personnel transactions and data. These systems provide a representative sample of sources of data elements for OPSB and the State agencies.

Application	Description
<b>SPMS</b>	SPMS, a centralized, mainframe-based system which has been developed and maintained over the past 25+ years, runs on an IBM mainframe at the Annapolis Data Center (ADC). The system is a batch-oriented system with limited online functions performed using CICS. Most data entry transactions utilize a Web based online transaction entry and validation front-end, MS310. This was added to allow agencies to enter and validate their personnel transactions online; thus, reducing data entry errors and the time required to manually submit and process these transactions.
<b>BAS</b>	Benefits Administration System (BAS) is a client server system with a SQL Server database. There are 16 clients in EBD, 4 clients in DoIT for application support, and 300 Agency Benefit Coordinators (ABC) that inquire on their employees' data. BAS is comprised of a full-service benefits enrollment database and an interactive voice response system (IVR). BAS manages benefits activity for approximately 130,000 covered individuals and their dependents. It supports administration of 18 different benefit plans (i.e., medical, dental, term life insurance, and dependent care spending accounts).
<b>SIGMA</b>	Merit System Testing – Sigma: DBM and many other agencies in the State utilize a Sigma system, which supports public sector merit system testing. The software is a PC networked database (with accompanying FoxPro programs)

Application	Description
	<p>that creates, reports on, and tracks applicant records and job announcements. DBM uses an enterprise version of the software that is installed for DBM use only. The other agencies use various releases of a stand-alone version called Sigma-Lite that provides less functionality than the enterprise version. There is no software standardization between the agencies, and it is supported locally by each agency. Database variations between the software versions require data conversion processing when transferring data between entities. The system facilitates test development, administration, scoring, and reporting. In addition, it provides statistical performance analysis of test questions, mathematically manipulates test scores, and produces a variety of queries, notices to applicants, and standard or customized reports. Sigma aids in documenting job analysis and test development and has an "item bank" module that allows users to create a database of test questions and perform test booklet publishing. The Sigma system at DBM interfaces with the current personnel system to obtain employee-related information; all other agencies key the employee-related information into Sigma-Lite.</p>
<b>HOBO</b>	<p>Hands on Budget Office System (HOBO) is a mainframe software package that is used to maintain a master position control file for all authorized State positions, and to provide position, classification, and salary information for the annual State budget process.</p>
<b>TESS</b>	<p>Time Entry and Scheduling System (TESS) is a mainframe COBOL, CICS, and VSAM system that performs time entry and leave accounting functions. The system generates Exception Time Reports (ETR) for regular and contractual employees that are used for input to Central Payroll. TESS is currently implemented in 17 agencies.</p>
<b>MDTIME</b>	<p>Maryland Time Entry and Leave Accounting (MDTIME) is a Smart Client Server system with a SQL Server database that performs on-line time entry and leave accounting functions. The system automates the ETR process for regular and contractual employees, and generates input reports for Exception Time Reporting to Central Payroll. MDTIME is currently implemented in 5 agencies.</p>
<b>LAS</b>	<p>Leave Accounting System (LAS) is a Client Server system with an Access database that performs time entry and leave accounting functions. The system automates the ETR process for regular and contractual employees, and generates input reports for Exception Time Reporting to Central Payroll. LAS is currently implemented in 20 agencies.</p>
<b>OSEEOC Database</b>	<p>Office of the State Equal Employment Opportunity Coordinator (OSEEOC) maintains a stand-alone Equal Employment Opportunity (EEO) related Complaint and Appeals Case Tracking Access database. This database is used to record, track, and report on EEO related complaints and appeals. Due to the need for extreme confidentiality, stringent security is used to protect the data in this module.</p>
<b>Leave Bank Database</b>	<p>The Medical Services Department maintains a Leave Bank Access database that was developed by the Reed Group &amp; is supported by DoIT. All Leave Bank memberships and determinations are recorded in the database, as well as</p>

Application	Description
	leave forfeitures and Employee-to-Employee leave donations. The application calculates overall Leave Bank balances and monitors employees who have used close to their maximum of 2,080 hours of Leave Bank or Employee to Employee leave. There is an interface to the SPMS System to download new employees into this database.
<b>Drug Testing Database</b>	The Medical Services Department tracks all drug tests and their results in an Access database with most information entered manually. There is an interface to the SPMS to download new employees to this database. There is also a drug test results file that contains the drug testing results from the testing labs. Information from this file updates the drug test database.
<b>Employee Assistance Program (EAP) Referral Database</b>	Employee Relations maintains an EAP employee referral database that was developed in Access by ASM. Employee Relations uses this database to generate the referral letters, generate the survey letters, and store the feedback from the quarterly survey they conduct. There is an interface to the SPMS to download employee data to this database.
<b>Employee Relations Database</b>	Employee Relations maintains a settlement conference database. Employee Relations uses this database to record, track, and report on all grievance cases processed by Employee Relations. There are currently two versions of this database, one developed by ASM, and one developed by Employee Relations. The former database is being evaluated and will become the database of record once the evaluation is complete.
<b>Agency HR Databases</b>	Many of the State agencies have developed internal Access or Oracle database applications to assist them in tracking and reporting applicant and/or employee data on their own. These databases enable them to obtain more current information faster than it is available from the centralized applications.

### 2.2.3 Current Technology Overview

There are a wide range of applications that support the current Personnel/Benefits functions. The current SPMS is a mainframe application, which contains the core personnel functions, and houses the master employee data. In general, the supporting applications maintain supplemental data and are linked to the central SPMS application via FTP interfaces or they have a direct link to the SPMS application to retrieve master employee data. As previously stated, there are also several stand-alone supporting applications that have no links to the SPMS application or master employee data.

The DOIT Applications Systems Management (ASM) group and the individual State agency IT groups provide a wide range of technology services to OPSB and the State agencies. There are a wide range of technologies that include centralized mainframe applications, client server applications, and stand-alone Access and Oracle databases.

## 2.2.4 Current Personnel Transactions and Activity Levels (estimates only)

2.2.4.1 Personnel Transactions: During a two-week pay cycle, OPSB processes approximately 2,000 personnel transactions for regular employees, and approximately 1,500 personnel transactions for contractual employees. During selected times of the year the system must be capable of processing mass changes to the entire population.

2.2.4.2 Benefits Transactions: Employee Benefit's Division (EBD) serves all State of Maryland and satellite agency employees and retirees. EBD processes approximately 6,500 transactions during a complete pay cycle. Open enrollment activity peaks at approximately 50,000 transactions in a two-month period.

2.2.4.3 Recruitment Transactions: The Recruitment and Examination Division receives and processes over 60,000 applications per year; an average of 200-300 applications per day for positions with the State. Recruitment and Examination also processes approximately 2,000 test notifications per month.

2.2.4.4 Time and Attendance: The time and attendance reports for regular and contractual employees are processed on alternating bi-weekly schedules. An average of 25,000 to 30,000 timesheets are entered and processed each week.

2.2.4.5 Number of Records: The current personnel system handles personnel information for approximately 60,000 regular employees. Central Payroll Bureau (CPB) handles payroll records for approximately 60,000 regular employees, and approximately 15,000 contractual employees. EBD handles benefits for all State employees that elect some benefit and an additional 55,000 persons in satellite agencies, State organizations not included within SPMS, and retirees. The total number of regular, contractual, and benefits-only employees that HRIS will initially need to handle is 130,000. The current personnel system contains approximately 3.7 million historical records that may need to be converted into the new HRIS.

2.2.4.6 Growth/Additional Organizations: The regular and contractual populations on average grow by 2% each year. There is the possibility that additional State organizations may choose to become part of the new HRIS in the future.

## **2.3 Business Problem Description**

2.3.1 Duplicate information is stored in multiple legacy systems resulting in inconsistent, inaccurate or inaccessible employee information from an applicant's initial entry into the system through his/her State employment.

2.3.2 State agencies use a variety of non-integrated systems to track and manage applicant and employee information.

2.3.3 Existing systems lack easy access and there is little training for system users.

- 2.3.4 Minimal programming support exists for system maintenance and enhancements.
- 2.3.5 Mainframe systems are not accessible through the web.
- 2.3.6 Duplicate data entry and maintenance of applicant and employee information in multiple systems occurs frequently.
- 2.3.7 Lacking a single, consolidated data repository presents significant challenges in satisfying the ad-hoc query and production reporting needs of the State and in analyzing attributes of the applicant and employee data, thereby limiting executive policy analysis and decision making capabilities.

## **2.4 Technical Infrastructure Overview**

2.4.1 The Technology Infrastructure is defined as the combination of the hardware standards and the technology architecture standards. The State has not yet defined specific requirements for the HRIS platform. In addition to the State's feasibility study, the State will consider the Contractor's recommendations for the platform that delivers optimal performance. The system foundation for the delivered HRIS will be the technical infrastructure. The foundation consists of three key areas:

- Platform – upon which the HRIS application will operate and function
- Network – provides the highway to access the HRIS application
- Security – allows only authorized access to the HRIS application and data

## **2.5 HRIS COTS Software Requirements**

RFP Attachment I – Functional, Technical, Reporting and Form Requirements matrix provides the requirements for the COTS HRIS software.

## **2.6 As Delivered Acceptance Testing**

2.6.1 As Delivered Acceptance Testing is a series of tests conducted on the HRIS application, installed on the State's technical infrastructure, to evaluate the system's compliance with its specified requirements. Specific test types that will be executed as part of this activity include but are not limited to:

- Connectivity – the ability for users to access the HRIS through the State's technical infrastructure
- Performance – various response times such as screen refreshes, transaction saves, notifications as defined by the requirements
- Sanity – A test of major functional elements of the procured software to determine if it is basically operational

2.6.2 The State will ensure that the following testing requirements are met:

- The COTS HRIS software shall be installed on equipment that meets or exceeds the Contractor's minimum technical infrastructure requirements.
- The SPS Project Team shall develop the acceptance testing criteria and a formal Acceptance Test Plan.

2.6.3 The Contractor shall deliver with the HRIS, a fully configured testing database. The Contractor shall load the testing database with sufficient test data to perform the required As Delivered Acceptance Testing.

2.6.4 The SPS Project Team shall review all test documentation. This documentation shall include both test plan and all test results documents. The SPS Project Manager or State designee shall sign off on their formal approval of the provided test documentation.

## **2.7 Software Delivery and Acceptance Criteria Process**

2.7.1 The Contractor shall deliver to the State the most recent version of the HRIS COTS software which is ready for review and testing.

2.7.2 The Contractor shall record such delivery in a Delivery Confirmation Log document which will contain the following elements at a minimum:

- Description of the nature and condition of the deliverables
- The medium of delivery
- The date of their delivery
- A representative from the State will countersign the Delivery Confirmation Log to indicate receipt of the contents described therein

2.7.3 Software Acceptance is the process the State will follow to confirm , through As Delivered Acceptance Testing and review, that the COTS HRIS software and its component processes function as installed within the State's technical infrastructure.

2.7.5 Upon completion of As Delivered Acceptance Testing, the State representative will issue to the Contractor formal notice, in writing, of acceptance or rejection of the HRIS COTS software.

2.7.6 In the event of rejection, the Contractor shall develop a plan of the necessary corrective action(s) and associated time frames acceptable to the State.

## **2.8 Performance Period for Acceptance – Software Application**

2.8.1 The Performance Period for Acceptance shall begin after delivery and installation of the HRIS COTS software on the State's technical infrastructure.

2.8.2 The duration for the Performance Period for Acceptance shall not exceed 60 calendar days.

2.8.3 The State's Project Manager shall issue a formal notice of completion or failure of the Performance Period for Acceptance to the Contractor in writing. The Performance Period

for Acceptance will continue for an additional 60 day period and shall be repeated until successful.

## **2.9 Post Installation Warranty**

- 2.9.1 The Contractor shall provide a minimum one year warranty for the delivered COTS HRIS software. The warranty period begins upon the Contractor's receipt of the State's formal written notice of the successful completion of the Performance Period for Acceptance to the Contractor.
- 2.9.2 All software defects shall be repaired under the warranty and must be done so at no additional cost to the State.

## **2.10 Software Support**

- 2.10.1 The State's Help Desk will provide level 1 (level 1 = initial contact) user support. Issues that cannot be resolved via the State's Help Desk and the implementation team will be forwarded to the Contractor's helpdesk for response.
- 2.10.2 Help Desk services shall be available by telephone to software support technicians and system administrators. The Contractor's technical and business support for Help Desk and Problem Resolution shall include but not be limited to application troubleshooting.
- 2.10.3 The Contractor shall provide the process and procedures that will be utilized by the State's implementation team when issues require escalation. This document shall include the names, titles, addresses and telephone numbers of the persons who are to be notified. The Contractor must maintain this information with correct and current data during the course of the maintenance period.
- 2.10.4 The Contractor shall be required to provide resolution to all confirmed software defects within 30 days of the report of the defect and acknowledgement by the Contractor of the defect.
- 2.10.5 The Contractor shall provide enhancement updates, to the software as they become available. System support includes new versions and/or updates as required for all associated system documentation. The update shall be electronically downloadable.

## **2.11 Training**

- 2.11.1 The State will deploy a training strategy that will ensure user proficiency, increase usage and maximize system capabilities. It is possible that not all staff will require the same level of training. The State will require different types of training materials and techniques for the various users. In addition, the State is considering its options and has not yet determined if the Contractor providing the COTS HRIS software or the integrator shall provide that training. If the Contractor awarded this contract is asked to provide the training, the Contractor shall provide training materials and techniques for each user role. The anticipated user roles and some of the needs for each are as follows:

- Personnel administrators and support staff need proficiency in all functions implemented and an awareness of how the functions interact. They need to be able to show occasional users how to perform functions. Administrators, in particular, need skills in preparation and modification of reports, workflow, position and organizational change, and other features that structure the work of others.
- Domain specialists are administrators and support staff who currently specialize in a personnel subtopic. Their security profiles will usually restrict them to a subset of data and screens. The specialties are recruiting and testing, training, benefits, and various employee support functions. While all of these specialists will need to learn functions that are common to all administrators, such as reporting and workflow, they will not need to learn operations handled by personnel generalists, such as hiring and firing. Furthermore, they will be interested in the fine points of their specialty, such as reports, configurations, and business rules that are unique to their area.
- Agency managers need the ability to specify and run reports on people and functions over which they have responsibility. They also need to employ and specify modifications to workflow. In exceptional situations, they may need to enter regular personnel transactions.
- Employees, using a self-service interface, need to be able to look up and modify some of their personal data within the system (e.g., benefits selections, time entry, and address).
- Technology administrators will have responsibility for technical system administration. This small group may, for instance, change security profiles and change and test business rules. They may also monitor system performance and participate in updating and configuration management activities. These persons will need to be trained on the system performance and security monitoring tools to which they will be given access.

2.11.2 Applicants may inquire about employment opportunities and submit application materials and will need online instruction.

2.11.3 The training approach shall be flexible to adapt to various logistical and user needs. The following resources and constraints known at this time are:

- Workstations shall be available such that each trainee has some opportunity, during training, for hands-on practice.
- Employees from different agencies shall attend combined classes, and as often as possible employees from one agency shall train together.
- Prior to the parallel test, the Contractor shall conduct each type of training for each category of user. This training must be conducted in facilities that are similarly equipped, though not necessarily identical to, the facilities that will be used later when training volumes expand.

## **2.12 Invoicing**

2.12.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the State for each milestone listed in Section 2.12.2 and shall include the following information: name and address of the Department, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.12.2 The Contractor shall invoice the State and payment shall be made as follows:

### 2.12.2.1 COTS HRIS software

25% of the proposed price for software the upon delivery and acknowledgement of receipt of the software by the State

50% of the proposed price for the software after all three of the following occur:

- Installation of the software on the State's technical architecture (RFP Section 2.6)
- Successful completion of the As Delivered Acceptance Testing (RFP Section 2.6)
- Successful completion of the Performance Period for Acceptance (RFP Section 2.8)

25% upon successful completion of the Warranty Period, (RFP Section 2.9)

### 2.12.2.2 Training

The Contractor shall invoice the State after completion and acceptance by the State for each training session.

### 2.12.2.3 Software Support

The Contractor shall invoice the State each year for support, prior to the beginning of each one-year term and for the entire one-year term.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

- 3.1 Offerors must submit proposals in two separate volumes:
- Volume I - TECHNICAL PROPOSAL
  - Volume II - FINANCIAL PROPOSAL

### 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 An unbound original, so identified, and nine copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 3.3 Submission

- 3.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

### 3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, nine paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Department officials and the Evaluation Committee to "map" Offeror responses directly to

RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

- 3.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**
- 3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the State’s terms and conditions, the Executive Summary should so state.
- 3.4.5 Software Functional Matching:
- 3.4.5.1 The Offeror shall fill out and submit the RFP Attachment I – Functional, Technical, Reports and Forms Requirements to reflect those requirements that can be met with the COTS HRIS. Follow the instructions to submit required data as explained in Attachment I.
- 3.4.5.2 Additionally, the Offeror shall provide statements of software characteristics and capabilities to include:
- Details regarding how the system handles data encryption
  - Details regarding how the system handles data import/export in XML format
  - Define the average size of each screen (file size in KB) for the HRIS. In addition to the average, also list the smallest file size and the largest file size
- 3.4.6 Offeror Technical Response to RFP Requirements:
- 3.4.6.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed software and services will meet those requirements. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the State’s needs.

3.4.6.2 Modular Integration. The Offeror shall describe the proposed COTS HRIS software modules that are fully integrated (part of the core COTS HRIS software). If there are proposed third-party applications, explain how they are integrated into the application, how the third-party applications share security definitions and similar menu structures, what processes are handled in “real-time” and what processes require batch processes.

3.4.6.3 Technology Architecture. When identifying the proposed technical architecture requirements (RFP Section 2.4), the Offeror shall identify the optimal as well as minimal requirements. Offerors shall include a response for each of the following areas:

Describe the optimal and minimal hardware environment (both client and server) required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.

Describe the optimal and minimal network environment required to utilize the proposed software. This includes identifying the appropriate network performance required to support the end users of the proposed application. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.

Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system or an optimal system, list all options indicating the relative strengths and drawbacks (if any) of each.

The Offeror shall identify the ideal database platform choices for the proposed software. In the event that there is more than one suitable database platform, list all options, including the relative strengths and drawbacks (if any) of each.

3.4.6.4 Workflow Capabilities. Provide a narrative of the system software operation for electronic routing, how workflow rules are established, how workflow interfaces with popular email programs such as Microsoft Outlook and Blackberry. Use screen captures to illustrate the software operation.

3.4.6.5 Administration/Development Toolsets. Offeror shall describe the following:

- application toolsets included with the software
- unique programming requirements
- tools available to customize the software (to add fields, create new tables and reports, change menus)

3.4.6.6 Security. Offeror shall describe the following:

- security tools included with the software
- how application restricts access to the administrative tool, application, menu, records, fields, and querying/reporting
- what is included in the user security profile
- how is the security profile defined

3.4.6.7 Upgrade Tools. Offeror shall describe the following:

- recommended upgrade frequency for the proposed HRIS
- frequency of upgrades provided, both minor and major
- how patches, fixes and upgrades are deployed and applied
- what happens to software customizations (user-defined tables, source code changes, and fields) during an upgrade
- how many prior versions of the software does the Offeror support
- length of time to implement a typical upgrade in an organization similar in size to Maryland

3.4.6.8 Reporting and Analysis Tools. Offeror shall describe the following:

- querying and reporting tools available within the proposed HRIS
- on-line analytical processing tools available with the proposed HRIS
- interfaces to common desktop application packages
- security definitions that apply to the reporting tools on the main software application
- list of standard reports and examples, by module (available “out of the box”)

3.4.6.9 On-going Internal Functional and Technical Support. Offeror shall describe the recommended make-up of internal functional and technical support of the HRIS, the number of staff and the skill sets required to adequately maintain the system post implementation.

3.4.6.10 Reliance on Best Business Practices/Degree of Process Reengineering Imposed or Required. Offeror shall describe in detail the best business practices that are built into the proposed HRIS software. Explain how these practices pertain to the State’s business processes and technical operations in particular.

3.4.6.11 Training. Offeror shall provide an overview describing the recommended approach and training services as follows:

- Customization of Offeror’s existing training presentations or written materials addressing modifications, configurations and procedures, employing the State’s terminology.
- Certification tests that challenge the trainee to demonstrate hands-on proficiency with the proposed HRIS.

- Remediation options other than repeating the training.
- Efficient and effective use of classroom training.
- Follow-up training materials for more realistic, extensive hands-on practice to prevent loss of knowledge and skills.
- Online, self-paced instruction in combination with or complementary to other delivery techniques.

For each user role described in RFP Section 2.11, the Offeror shall address the following:

- Recommended number of days or hours of training
- Recommended areas (courses) of training
- Recommended training techniques and options
- Activities that occur prior to or following training sessions
- Recommendation on training delivery (what phase of the project)

3.4.6.12 Submit the Offeror's proposed Service Level Agreement (SLA).

3.4.7 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

3.4.7.1 An overview of the Offeror's experience providing COTS HRIS software similar to that included in this RFP. This description shall include:

- Experience with serving multiple organizations with a minimum of 700 core HR users, not including self-service users such as employees.
- Detailed description of existing customer base to which Offeror has provided human resources information system COTS software systems.
- The number of years the Offeror has provided these services.
- The number of clients and geographic locations the Offeror currently serves.
- Listing of clients, including contact information, who used the HRIS COTS software similar to that required in this RFP.

3.4.7.2 As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract

- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- 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

The Procurement Officer or a designee will contact the identified State agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

3.4.8 References. Provide three (3) current customer references where the customer is similar in size to Maryland. Provide the following information for each client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced

3.4.9 References. Provide three (3) former customer references where the customer is similar in size to Maryland. Provide the following information for each client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced
- An explanation of why the Offeror is no longer providing the services to the client organization

3.4.10 Financial Information: Financial Capability and Insurance: The Offeror shall include the following:

3.4.10.1 Evidence that the Offeror has the financial capacity to provide the software via profit and loss statements and balance sheets for the last two years.

3.4.10.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:

- Carrier (name and address)

- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

3.4.11 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

3.4.12 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Completed Living Wage Affidavit (Attachment H)
- Completed RFP Attachment I - Functional, Technical, Reporting and Form Requirements

<b>3.5 Volume II - Financial Proposal</b>
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3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, nine bound copies, and one electronic copy (in MS Excel 2003 format) of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

- 4.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on the proposed COTS HRIS application according to the specifications outlined in this RFP.

### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Software Functional Matching (RFP Section 3.4.5). Offeror’s response to requirements presented in response to Attachment I – Functional, Technical, Reports and Form Requirements in its technical proposal will be evaluated to determine the closest match to the State’s requirements “out-of-the-box.”
  - Offeror Technical Response to RFP Requirements (RFP Section 3.4.6). Offeror’s response to the requirements in the RFP (Section 3.4.6.1) must illustrate a comprehensive understanding of these requirements to include an explanation of how the system works. Requirement responses such as “concur” or “shall comply” shall receive a lower evaluation ranking than those of Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.
  - Offeror Experience and Capabilities (RFP Section 3.4.7)
  - References (RFP Sections 3.4.8 and 3.4.9)

### 4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment E – Price Proposal.

### 4.4 Reciprocal Preference – Resident Offeror

The provisions of State Finance and Procurement Law 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

### 4.5 Selection Process and Procedures

- 4.5.1 General Selection Process:

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

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

4.5.2 Selection Process Sequence:

4.5.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the State.

4.5.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

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

## **ATTACHMENTS**

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	Price Proposal Form (included as a separate Excel document)
Attachment F	Conflict of Interest Affidavit/Disclosure
Attachment G	Living Wage Requirements for Service Contracts
Attachment H	Living Wage Affidavit of Agreement
Attachment I	Functional, Technical, Reports and Forms Requirements (included as a separate Excel Document)
Attachment J	Process Definitions and Future State Visions (included as a separate Word Document)
Attachment K	In-Scope Agencies and Departments (included as a separate Word Document)

**ATTACHMENT A - STATEWIDE HUMAN RESOURCES INFORMATION SYSTEM  
CONTRACT**

THIS CONTRACT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between \_\_\_\_\_ (Contractor) and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT).

IN CONSIDERATION of the premises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions

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

1.1 “Contract” means this Contract for a Human Resources Information System (HRIS).

1.2 “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland \_\_\_\_\_.

1.3 “Contract Manager” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.

1.4 “Department” means the Maryland Department of Information Technology.

1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_, 2009.

1.6 “HRIS” means Human Resources Information System.

1.7 “Notice to Proceed (NTP)” means a formal written notification from the Contract Manager that the Contractor as of a date contained in the notice, shall begin performance of the Contract.

1.8 “Procurement Officer” means the individual identified in section 1.5 of the RFP or a successor designated by the Department.

1.9 “RFP” means the Request for Proposals for Statewide Human Resources System, No. 060B980050 dated June 1, 2009 and any amendments thereto issued in writing by the State.

1.10 “State” means the State of Maryland.

1.11 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

2. Scope of Work

2.1 The Contractor shall provide a Commercial-Off-The-Shelf (COTS) Human Resources Information System (HRIS) and related services as described in Section 2 of the RFP.

These 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 K, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A - The RFP

Exhibit B - The Technical Proposal to the RFP

Exhibit C- The Financial Proposal to the RFP

Exhibit D -State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 10, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### 3. Time for Performance

The Contractor shall provide the HRIS and related services in accordance with this Contract. The Contract resulting from this RFP shall be for a base period of five years. The State shall have the sole right to exercise up to five, one-year renewal options at its discretion. All prices for rates and terms as offered in Attachment E are binding on the Contractor for the term of the Contract.

### 4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the Services, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in \_\_\_\_\_. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$ \_\_\_\_\_ (the "NTE Amount").

4.2 The Contractor shall submit invoices as required in RFP Section 2.12. Invoices for software support and maintenance will be paid on an annual basis and prior to the beginning of the year of maintenance. Each invoice must include the Contractor's Federal Tax Identification

Number which is \_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager.

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

## 5. Patents, Copyrights, Intellectual Property

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

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

5.3 The Contractor shall hold and save harmless the State of Maryland, including but not limited to the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or uncopyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Contract resulting from this RFP. The Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) notifies the Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Contractor of any obligation hereunder except and to the extent that such failure prejudices Contractors' ability to defend against such claim; and (ii) cooperates with Contractor in, the defense and any related settlement negotiations.

5.4 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue

using the applicable item, (b) replace the product with a non-fringing product that, in the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

5.5 In connection with services provided under the Contract, the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.

5.6 The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. The State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use of non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

## 6. Rights to Records

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

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, and the Contractor has not explained and justified, to the State's complete satisfaction, why it should not relinquish, transfer and assign all of its right, title and interest to the State for that deliverable, the Contractor relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

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

## 7. Confidentiality

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

## 8. Loss of Data

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

## 9. Non-Hiring of Employees

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

## 10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as 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.

#### 11. Maryland Law

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 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.

#### 12. Nondiscrimination in Employment

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

#### 13. Contingent Fee Prohibition

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

#### 14. Nonavailability of Funding

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

#### 15. Termination for Cause

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

#### 16. Termination for Convenience

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

#### 17. Delays and Extensions of Time

The Contractor agrees to perform the work under 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.

#### 18. Suspension of Work

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

#### 19. Pre-Existing Regulations

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

20. Financial Disclosure

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

21. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the State, 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. This section shall survive expiration of this Contract.

### 23. Compliance with Laws

The Contractor hereby represents and warrants that:

23.1 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;

23.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

23.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

23.4 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.

### 24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the financial proposal. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal, was inaccurate, incomplete, or not current.

### 25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a Contract after due notice to the State. Any such subcontract or assignment shall include the terms of sections 8, and 10 through 23 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

### 26. Indemnification

26.1 The Contractor shall hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

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

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

26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

## 27. Limitation of Liability

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

- A. For infringement of patents, 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 Contract out of which the claim arises. Third party claims arising under Section 26 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

## 28. Administrative

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

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

If to the State: State of Maryland  
Department of Information Technology  
Procurement Officer  
45 Calvert Street  
Annapolis, MD 21401-1907

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

29. Risk of Loss; Transfer of Title.

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

30. Nonvisual Accessibility Warranty

The Contractor 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 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.

31. Commercial Nondiscrimination

A. 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 or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit

or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the State in all subcontracts.

C. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, 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 4 years on any of its contracts that were undertaken within the State, 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 is 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.

## 32. Prompt Pay Requirements

32.1 If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

32.1.1 Not process further payments to the contractor until payment to the subcontractor is verified

32.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

32.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

32.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account;  
or

32.1.5 Take other or further actions as appropriate to resolve the withheld payment.

32.2 An "undisputed amount" means an amount owed by a 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.

- 32.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
  - 32.3.1 Affect the rights of the contracting parties under any other provision of law;
  - 32.3.2 Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
  - 32.3.3 Result in liability against or prejudice the rights of the Department.
- 32.4 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.
- 32.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
  - 32.5.1 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.
  - 32.5.2 This verification may include, as appropriate:
    - 32.5.2.1 Inspecting any relevant records of the contractor;
    - 32.5.2.2 Inspecting the jobsite; and
    - 32.5.2.3 Interviewing subcontractors and workers.
    - 32.5.2.4 Verification shall include a review of:
      - 32.5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 32.5.2.4.2 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.
  - 32.5.3 If the Department determines that a contractor is in noncompliance 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.
  - 32.5.4 If the Department determines that a 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:
    - 32.5.4.1 Terminate the contract;
    - 32.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

32.5.4.3 Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this directive regarding the payment of undisputed amounts.

32.5.5 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.

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

CONTRACTOR

MARYLAND DEPARTMENT OF  
INFORMATION TECHNOLOGY

\_\_\_\_\_(SEAL)

\_\_\_\_\_

By:

By: Secretary

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

Witness/Attest

Witness

Approved for form and legal  
sufficiency this \_\_\_\_\_ day

(Date)  
of \_\_\_\_\_ 2009.

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

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

**ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder 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 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 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.

**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):

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**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 or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

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

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**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):

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**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):
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**G. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

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

**I. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate

\$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### K. DRUG AND ALCOHOL FREE WORKPLACE

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

##### I CERTIFY THAT:

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

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J (2) (a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_) (foreign \_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

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

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

**M. 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.

N. Repealed.

**O. ACKNOWLEDGEMENT**

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

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

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

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**ATTACHMENT C – COMAR 21.07.01.25 CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

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

Address:\_\_\_\_\_

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

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

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

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

Date:\_\_\_\_\_ By:\_\_\_\_\_ (Authorized Representative and Affiant)

**ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. 060B9800050**

**Project Title: State Human Resources Information System (HRIS)**

A Pre-proposal Conference will be held on June 19, 2009 at 10:00 local time at:

**Please e-mail this form to the Procurement Officer:**

Susan Howells  
Office Phone: (410) 260-7191  
E-mail: Sue.Howells@doit.state.md.us

By 1:00 PM on June 12, 2009 advising whether or not you plan to attend this Conference.

Please indicate:

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

- 1.
- 2.

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

\_\_\_\_\_  
Company/Firm/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

**ATTACHMENT E – PRICE PROPOSAL FORMS**

(included as a separate excel spreadsheet)

**ATTACHMENT F – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

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

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

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

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

## ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. 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 Title 18, State Finance and Procurement, Annotated Code of Maryland.

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 of Labor and Industry 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 §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. 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 of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, 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 §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, 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 DLLR Website <http://www.dllr.state.md.us> / and clicking on Living Wage.

**ATTACHMENT H – LIVING WAGE 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 our 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)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State 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: \_\_\_\_\_



**ATTACHMENT I – FUNCTIONAL, TECHNICAL, REPORTS AND FORMS  
REQUIREMENTS**

(included as a separate Excel document)

**ATTACHMENT J – PROCESS DEFINITIONS AND FUTURE STATE VISIONS**

(included as a separate Word document)

**ATTACHMENT K – IN-SCOPE AGENCIES AND DEPARTMENTS**

(included as a separate Excel document)